

CITY OF
GALESBURG
ILLINOIS

November 20, 2023

City Council Agenda



55 W. TOMPKINS STREET
GALESBURG, IL 61401
WWW.CI.GALESBURG.IL.US



CITY OF
GALESBURG
ILLINOIS



City Council Meeting Agenda
City of Galesburg, Illinois
City Council Chambers
November 20, 2023

Galesburg City Council meetings are streamed live on the City's website and Comcast channel 7.

5:50 p.m. Public Hearing City of Galesburg FY 2024 Budget

6:00 p.m. Roll Call Pledge of Allegiance

Invocation

Proclamation Leland Chandler

Presentation Youth Commission

Approve Minutes from November 6, 2023

[Public Comment](#)

[Consent Agenda #2023-22](#)

23-3036 Bid Purchase of bulk rock salt for the 2023-2024 winter season

23-4116 Approve Annual Springbrook maintenance fees

23-8021 Bills and Advance Checks Approval and warrants drawn in payment of same

Passage of Ordinances and Resolutions

23-1029 Ordinance Approving a 10 year extension of the \$1.50 Special Service Area Number One tax (Final Reading)

23-1030 Ordinance Property Tax Levy (Final Reading)

23-1031 Ordinance SS1 #1 Property Tax Levy (Final Reading)

23-1032 Ordinance Ordinance dissolving the Tax Increment Financing fund and Redevelopment Project Area (Regency TIF 3) (Final Reading)

23-1033 Ordinance Adopting the 2021 editions of the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Existing Building Code, International Fire Code, and the 2020 National Electric Code (Final Reading)

23-1034	Ordinance	Authorizing Execution of an Option Agreement for sale of property at 465 & 473 Mulberry St (First Reading)
23-2061	Resolution	Purchase of properties from Knox County Trustee
23-2062	Resolution	Creating a Downtown Residential Fire Sprinkler Grant Program
23-2063	Resolution	Authorizing PFAS settlement proceedings with DuPont and 3M

Bids, Petitions and Communications

City Manager's Report

A. November TAC Report

Miscellaneous Business (Agreements, Approvals, Etc.)

23-4117	Approve	Non-binding letter with Bywater Development for 905 Maple Avenue
23-4118	Approve	Funding agreement with Hope Cemetery
23-4119	Approve	Purchase of five license plate recognition (LPR) cameras
23-4120	Approve	Settlement agreement Davidson V. Galesburg

Town Business

23-9023		Bills
23-9024	Resolution	Tax Levy

Closing Comments

Adjournment



CITY MANAGER'S OFFICE

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CITY COUNCIL MEETING

City Manager's Report

November 20, 2023

CONSENT AGENDA #2023-22

Item 23-3036 Purchase of Bulk Rock Salt for the 2023 – 2024 Winter Season

Staff recommends approval of utilizing the 2023-24 state bid for bulk rock salt in the amount of \$96.05 per ton from Compass Minerals America, Inc. Typically, the city uses between 2,500 and 3,000 tons of salt each winter but has used more for harsh winters. The City budgets annually for anticipated bulk salt use through the Motor Fuel Tax Fund, and there are sufficient funds available for this purchase.

Item 23-4116 Annual Springbrook Maintenance Fees

Staff recommends approval of waiving normal purchasing policies and approving the fiscal year 2024 Springbrook maintenance fees of \$84,823.33 for the government-wide software. Sufficient funds are budgeted for this cost, which will be distributed between the funds utilizing the financial software.

Item 23-8021 Bills

Bills and advanced checks are submitted for approval. All purchases are made in accordance with purchasing policies, with purchases over \$25,000.00 utilizing the competitive bid process and approved individually by City Council. Please direct questions pertaining to bills and/or advance checks prior to the council meeting to Gloria Osborn, Director of Finance and Information Systems.

ORDINANCES AND RESOLUTIONS

Item 23-1029 Approving a 10 Year Extension of the \$1.50 SSA #1 Tax (Final Reading)

Staff recommends approval of an ordinance amending Special Service Area Number One to extend the \$1.50 levy an additional ten years. The amendment would extend the current tax of one and a half percent of the equalized assessed value (\$1.50) for property owners within the special service area downtown for a ten year period commencing with the 2024 tax levy, payable 2025. The funds generated from this tax could be utilized for expenditures such as maintenance service, administrative activities, operational costs and capital improvements, all of which must be accomplished within the boundaries of Special Service Area Number One.

Item 23-1030 Property Tax Levy (Final Reading)

Staff recommends approval of the 2023 property tax levy ordinance. The 2023 tax levy request has been established at \$10,182,235.00 which is an increase of 4.89% when compared to the total amount of the current year tax levy extension. Based on the current Estimated Assessed

Value (EAV) for the 2023 tax levy, the estimated property tax rate for the City would be approximately \$2.380 or 6.52 cents (\$0.0652) less than the 2022 tax levy rate. The property tax levy will fund a portion of the City's General Fund and Park & Recreation Fund general operations, IMRF and social security obligations in the General Fund, the majority of the Public Library's general operations, and the police pension and firefighters' pension funds.

Item 23-1031 SSA #1 Property Tax Levy (Final Reading)

Staff recommends approval of the special ordinance to approve the 2023 tax levy for the Special Service Area #1 (downtown area). As outlined in item 23-1029, money generated from this levy is utilized to pay maintenance services in the downtown area.

Item 23-1032 Ordinance Dissolving the Tax Increment Financing Fund and Redevelopment Project Area (Regency TIF 3) (Final Reading)

Staff recommends approval of an ordinance dissolving the TIF fund and terminating the area designated as TIF redevelopment project area 3 (Regency TIF 3). In accordance with the Illinois Tax Increment Allocation Redevelopment Act, the City has sent notice of termination to all affected taxing bodies on October 2, 2023. Prior to December 31, 2023 the City must pass this ordinance dissolving the TIF 3 fund and terminating the area designated as TIF redevelopment project area 3.

Item 23-1033 Adopting the 2021 Editions of Safety Codes (Final Reading)

The Overall Code Review Commission (OCRC) recommends adoption of the 2021 editions of the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Existing Building Code, International Fire Code, and the 2020 edition of the National Electric Code. Staff concur with this recommendation. The city currently enforces the 2012 editions of the model codes, which are updated every three years and the 2021 editions now available for adoption.

Item 23-1034 Option Agreement for 465 & 473 Mulberry Street (First Reading)

Staff recommends approval of an ordinance authorizing execution of an option agreement for sale of the property at 465 Mulberry and VL formerly known as 473 Mulberry Street. The property at 465 Mulberry is the old "Ferris Building", while the property at 473 Mulberry Street is currently a vacant lot. A developer, Benedict Holdings, LLC, has recently expressed interest in redeveloping these parcels as a mixed-use which may include retail, residential and/or dining. As the developer will expend significant time and resources completing due diligence and planning associated with the project, he is requesting that the City grant them a six-month option to purchase the property. The attached ordinance authorizes execution of the option agreement and any additional documents necessary to effectuate the purpose of this option agreement, which would include the real estate contract.

Item 23-2061 Purchase of Properties from Knox County Trustee

Staff recommends approval of a resolution authorizing the purchase of 1409 E. Main Street, 58 N. Pearl Street, and 203 Lake Street from the Knox County Trustee for the minimum cost of acquisition of \$813 per parcel. The buildings at 1409 E. Main Street and 58 N. Pearl Street are in a dilapidated and unsafe condition. Acquisition of the properties would allow the City to demolish the structures and evaluate and pursue options to bring the property back into productive use.

The structure at 203 Lake Street has already been demolished, and acquisition of the vacant lot allows city staff to pursue options to bring the lot back into productive use. Sufficient funds are available in the Property Redevelopment (Fund 23) for the acquisition of all three properties.

Item 23-2062 Creating a Downtown Residential Fire Sprinkler Grant Program

The Façade Advisory Committee recommends approval of a resolution creating the Downtown Residential Fire Sprinkler Grant Program. Staff concur with this recommendation. The purpose of this program is to encourage an increase in residential units in the downtown area by offering a reimbursement for expenses related to the installation of fire sprinkler and/or fire alarm systems related to the redevelopment of spaces for residential units. This incentive can also be layered with other available incentives. The Downtown Residential Fire Sprinkler Grant Program would provide a 50% reimbursement, up to a maximum of \$20,000. The application process would be similar to the façade grant, whereby applications are reviewed by the Façade Advisory Committee with a recommendation to City Council for consideration. The funds used to support this program would be from the Tax Increment Financing District #4, which is the basis for the geographic boundaries of the program.

Item 23-2063 Authorizing PFAS Settlement Proceedings with DuPont and 3M

Staff recommends approval of authorizing the City of Galesburg to opt-in to the PFAS settlement against DuPont and 3M, related to litigation regarding the elevated levels of PFAS in wells located at the City's Oquawka water treatment facility. At this time, partial settlements of the pending PFAS litigation as it relates to DuPont (and entities related to DuPont) and 3M have been achieved. The attached resolution authorizes legal counsel to take all necessary steps to participate in the claims process associated with each settlement.

BIDS, PETITIONS AND COMMUNICATIONS

CITY MANAGER'S REPORT

A. November TAC Report

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

Item 23-4117 Non-binding Letter with Bywater Development for 905 Maple Avenue

Staff recommends approval of a non-binding letter regarding Lot 2 of the Greenspace Subdivision, located at 905 Maple Ave. At the November 6, 2023 City Council meeting, a bid was opened for the purchase of 905 Maple Avenue, from Bywater Development Group for \$305,000. The property was appraised for \$260,000. Bywater Development Group is proposing an adaptive reuse, by converting the former school into 58 to 62 apartments for active seniors aged 55 and above. The project is estimated to be just over \$17M, much of which will rely on them obtaining Low Income Housing Tax Credits (LIHTC). These credits require an application process to the Illinois Housing Development Authority (IHDA), and it is a very competitive process. Step one in the LIHTC application process is to submit a PPA to IHDA by December 8th, which requires the attached letter to be signed by the City. IHDA anticipates notifying PPA applicants if they were approved or denied by February 2, 2024 – this does not guarantee an allocation of tax credits at that point but does provide for the project to move on to the next step. The next step would be the submittal of a Final IHDA application by March 29, 2024 and this would require an Option to Purchase be executed between the City and Bywater. IHDA anticipates announcing successful

applicants by July 19, 2024. If approved, we would anticipate a closing date to sell the property by March 2025. The school district has waived their right to purchase the property under the term of the previously approved right of first approval for the property.

Item 23-4118 Funding Agreement with Hope Cemetery

Staff recommends approval of a funding agreement with Hope Cemetery, which provides for the City to provide \$10,000 per year for a period of three years to assist with maintenance expenses. Hope Cemetery contains most of the early history of the community and is actually older than the City of Galesburg. The cemetery has a perpetual care trust that has a value of approximately \$180,000 and the trust generates between \$6,000 - \$8,000 annually. The Hope Cemetery Board cannot use the principal of the trust, only dividends generated. These funds are used for mowing and other maintenance, expenses of which average between \$14,000 - \$16,000 per year. The Board typically runs on a deficit each year and has to rely heavily on outside donations. The Hope Cemetery Board of Directors have made a request to the City of Galesburg to provide funding assistance of \$10,000 per year for the next three years. It should be noted that no officer or board member receives any pay or benefit from the cemetery.

Item 23-4119 Purchase of Five License Plate Recognition (LPR) Cameras

Staff recommends approval of the purchase of five license plate reader (LPR) cameras from Flock Group Incorporated for the amount of \$19,750.00. LPR cameras are an effective crime prevention tool, which is used to locate and identify vehicles used in the commission of crimes. The cameras provide real time alerts on stolen vehicles and vehicles associated with criminal activity. Data from vehicles not identified as being used in criminal activity is not accessed. There are sufficient funds for this purchase, which will be paid for from a combination of special enforcement funds and the general fund.

Item 23-4120 Settlement Agreement – Davidson V. Galesburg

Staff recommends approval of a settlement agreement with Jeaniece Davidson in the amount of \$23,000.00, which will resolve all outstanding claims related to a motor vehicle accident on August 8, 2021.

TOWN BUSINESS

Item 23-9023 Town Bills

Item 23-9024 Town Tax Levy

Respectfully submitted,
John Schlaf
Interim City Manager

Galesburg City Council Regular Meeting
City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
November 6, 2023
6:00 p.m.

Called to order by Mayor Peter Schwartzman at 6:00 p.m.

Roll Call #1: Present: Mayor Peter Schwartzman, Council Members Bradley Hix, Wayne Dennis, Evan Miller, Dwight White, Heather Acerra, Sarah Davis, and Steve Cheesman, 8. Also Present: Interim City Manager John Schlaf, City Attorney Jason Jording, and City Clerk Kelli Bennewitz.

Mayor Schwartzman declared a quorum present.

The Pledge of Allegiance was recited.

Reverend James Hailey gave the invocation.

Proclamation: National Apprenticeship Week

Presentation: Galesburg Promise

Council Member Miller moved, seconded by Council Member Dennis, to approve the minutes of the City Council's regular meeting from October 16, 2023, meeting.

Roll Call #2:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

City Attorney Jason Jording opened the sole sealed bid received from Bywater Development Group, LLC, in the amount of \$305,000.

PUBLIC COMMENT

Mark Lee, representing the Chamber of Commerce as its Board Chairman, addressed the Council. He stated that the Chamber's goal is to be an advocate for their membership and that local businesses are the lifeblood of the community and that every local dollar spent in Galesburg stays in the community. He hopes that citizens remember this with the upcoming holiday season approaching and consider all options before purchasing.

Council Member White left the meeting at 6:40 p.m.

Pam Gaither, Chamber of Commerce Executive Director, addressed the Council and stated that their organization works together for the greater good of the community. She also announced a

new initiative that the Chamber has started to collaborate and garner collective support from their nearly 400+ chamber members to allow their voices to be heard. They will be sending out a monthly member survey, which is designed to take 15–30 seconds to finish, with important questions that impact the community. Results will remain anonymous and will be communicated with appropriate contacts in an effort to share the collective thoughts of the membership. The first question was *“Would you be in favor of increasing taxes for infrastructure?”* Gaither reported that out of their 376 Chamber members, only 50 responses were received, and they realize this is not a huge response for this new initiative. Results were 24% said yes, 68% said no, and 8% said “other.” She also reiterated that the busy small business holiday season has started, and they are promoting to shop locally. She thanked the Council for their service to the community.

Council Member White returned at 6:42 p.m.

Jerry Ryberg addressed the Council and stated that this past August, Fire and Police personnel were in the gazebo in Standish Park, and suddenly it now needs to be torn down. This is a place that the homeless go and pick up items that people have left. He views this as republicanism and shows that they don’t care for the needy or homeless.

Pastor Antonio Franklin addressed the Council as a representative of the local NAACP chapter. He stated that last week, their president, Pam Davidson, asked the Council to fly the Black American Heritage flag, which celebrates black culture, history, and celebrates inclusion and equity, and shows the community stands up against racism. Recognizing heritage flags in the community is a way to pay tribute to the contributions they have made to the community, shows respect for everyone, and is even a conversation starter among people. He hopes the Council embraces diversity and not stifles it.

Reverend James Hailey displayed the Black History banner that has been recognized for many years in our country. He feels that the flag should have the opportunity to be flown since black Americans built America. He noted that people are not going to stand by and let the Council do everything their way.

Dave Warf addressed the Council and stated that he lives on Pine Street and deals with speeding vehicles and loud music. He asked about installing speed bumps and the Mayor noted that the request would be taken to the City’s traffic commission.

Jeanette Chernin addressed the Council and stated that she is the secretary for the NAACP and that three weeks ago she sent correspondence to all of them requesting that the Black Lives Matter flag be flown. She also inquired if the appraisal for the 905 Maple Avenue would soon be released since it was paid for with taxpayer dollars.

Council Member Hix left the meeting at 6:55 p.m.

Holly McDorman addressed the Council and feels that there is an organized effort to rid freedom and the celebration and history of groups such as the black, queer, and women. She

feels that heritage groups should be able to fly a flag to be seen and heard and believes the current ordinance as written is too strict. The City is made up of mixed people and backgrounds and in order to show that the City is thankful to them for choosing to live there, they should be allowed to fly a flag.

Dez Stenger, new president of PFLAG, addressed the Council and does believe a flag policy is the right thing to do; however, it is too strict. It was asked that they revisit it, listen to everyone in attendance, and be open to changing it.

Council Member Hix returned to the meeting at 7:02 p.m.

Bernie Cowan addressed the Council and stated that he left Galesburg in 1991 and had hoped it had changed when he returned, but found it's the same and the same results are being repeated over and over. He appealed to the Council to be more progressive, look towards the future, and move forward. One little step the community made was when the Mayor was elected and now everyone needs to get on board. The City has gone through a lot of city managers, which they get rid of, and now won't be able to get the "cream of the crop." He also feels Council needs to look at the flag ordinance again and to get out of their comfort zone and wished some of them could be black for a while.

Harry Bulkeley addressed the Council and gave a rundown of important Galesburg individuals who are buried in Hope Cemetery. He noted that the cemetery's only means of revenue is a trust and that they are in need of assistance.

Jack Templeton, treasurer of the Hope Cemetery Trust, stated that the cemetery is older than Galesburg and that a funding request had been emailed to the Mayor in the spring. The cemetery is inactive with no more spaces to sell, which means no income. Typically, annual expenses range from \$14,000 to \$16,000 with the trust generating approximately \$8,000. They are requesting an annual donation from the City of \$10,000. He noted that he has spoken to Council Members White and Acerra since Hope Cemetery is both Wards Four and Five.

CONSENT AGENDA #2023-21

All matters listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion.

23-5011

Receive the Investment Schedule as of September 20, 2023.

23-6010

Approve the reappointment of David Christensen, Airport Advisory Commission, term expires September 2026.

23-8020

Approve bills in the amount of \$740,343.34 and advance checks in the amount of \$1,303,560.96.

Council Member Miller moved, seconded by Council Member Dennis, to approve Consent Agenda 2023-21.

Roll Call #3:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried by omnibus vote.

23-4108

Council Member Dennis moved, seconded by Council Member Davis, to approve a Minority and/or Woman Owned Business Startup Assistance Program Grant for up to \$10,000 for 309 Sparkle and Shine Cleaning.

Roll Call #4:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-4109

Council Member Acerra moved, seconded by Council Member Dennis, to approve a Minority and/or Woman Owned Business Startup Assistance Program Grant for up to \$10,000 for Fisk Design Group, LLC.

Roll Call #5:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

PASSAGE OF ORDINANCES AND RESOLUTIONS

23-1027

Council Member Dennis moved, seconded by Council Member Acerra, to approve Ordinance 23-3714 on final reading amending Chapter 37 of the Galesburg Municipal Code regarding the display of flags on City property and uniforms.

Council Member White stated that directly after the meeting on October 2nd, he sent a request to the City Manager to fly the Black Lives Matter flag, which was prior to the code being considered. He was told that he could request this be added, without the consent of other Council Members, but the request was denied. He wondered why his request to add it to the agenda was rejected and why the rules don't fit everyone. If it had been added, the City Council could have discussed and voted on the item since there have been two meetings held since his request.

Council Member White explained that a citizen requested that the last flag be flown and it was honored. He thought integrity was important and believed had it come before the Council it would have passed.

Council Member White moved, seconded by Council Member Davis, to defer agenda item 23-1027 to the December 6, 2023, City Council Meeting.

Roll Call #6:

Ayes: Council Members White and Davis, 2.

Nays: Council Member Hix, Dennis, Miller, Acerra, and Cheesman, 5.

Absent: None

Chairman declared the motion failed.

Council Member White thanked those who voted no for not acknowledging the African Americans who helped build this country. He noted that it was stated that the LGBTQ flag was flown so that people felt safe and welcomed, and people voted their faith for the Right to Life flag, and doesn't understand why the same isn't being done now. He added that the City just celebrated the accomplishments and history of the Boxcar People and that the same respect and honor should be given to the African Americans.

Mayor Schwartzman stated that Council Member White could amend the ordinance. Council Member White noted that he is in favor of the ordinance but wanted consideration given to his request. Council Member Miller added that no flags should be flown at City-owned buildings but that he would be in favor of having a flag pole in Standish Park.

Council Member Davis stated that she has heard a lot about this ordinance tonight and that she does not believe the comments and remarks were meant to attack or degrade anyone. She commended those who are staying out of the political realm of the discussion. She does, however, agree with Darla Krejci's words from a past meeting where she stated that the introduction of this flag policy was purely retaliatory in nature and that there was no problem until the flying of the pride flag made people uncomfortable. She added that discrimination is sneaky and it is becoming exhausting fighting the same battle.

Roll Call #7:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, and Cheesman, 6.

Nays: Council Member Davis, 1.

Absent: None

Chairman declared the motion carried.

23-1028

Council Member Hix moved, seconded by Council Member Miller, to approve Ordinance 23-3715 on final reading amending the authorization of the proceeds from the General Obligation Bonds, Series 2023, be used for various projects.

Council Member White named several streets that are on the resurfacing project list and noted that most are not heavily traveled and their locations are not known to most citizens. These

unknown roads are the ones that members of the Council want to spend \$2.5 million on and take away from the bond money. He feels this has all been a ruse to keep others from spending the money and limiting the amount for a community center.

Council Member Acerra stated that the task of finding the worst graded streets was given to the Public Works City Engineer in response to the survey results showing constituents ranked them higher than anything else in the community. She reiterated that she looked at this survey when formulating her opinion on a community center and roads in an effort to respond to constituents. She is in favor of a community center if programming is given priority, and at no time has this been a ruse.

Council Member Hix added that the number one issue from his constituents and the survey results are roads. He feels it is insulting to the City Engineer to question his integrity on how the roads were chosen after his professional assessment.

Council Member White agreed with listening to constituents but noted that those in his ward have more economic problems than those in most of the other wards. His concern is that many times those south of Main Street get nothing or are looked at as being less important. Council Member Miller added that his ward is also a lower rent district, but he is proud of it and thanked the Public Works Department for taking care of issues and assisting with the upgrades to the park.

Council Member Hix noted that several streets, including Monmouth Boulevard, McClure Street, and South Seminary Street, have been large projects for the City in recent years. Council Member White stated that he had to wait 70 years for Monmouth Boulevard to be rehabilitated.

Council Member Cheesman stated that he has listened for two hours and is disappointed in the conversations being had without any compromise or common ground. He understands that everyone has strong opinions but that they need to move forward together. He added that he would like to see money spent on roads and a community center and is pleased to see all the activity in town such as the Dale Kelly and Lancaster parks. He is dismayed that there is so much spewing about an underlying conspiracy theory.

The Mayor stated that he also supports roads but that there is so much false narrative. The bond money, \$5.3 million, was intended for a community center and somehow a \$2.5 million hard cap spending limit was released, without even waiting until the Community Center Task Force had finished their work. He noted that the sales tax increase would generate \$10 million over the next 10 years, which was to be used to fix roads.

He believes that there is not a compromise there since many of these discussions and decisions have been made behind closed doors between all Council Members except two and him. They have been ignored and wondered why there was no dialogue. He noted that he supports this vote because the investment is worth making on our roads.

Council Member Cheesman stated that the Mayor's statements make it sound as if decisions were made without his knowledge, when in fact he had discussions with him prior to this vote.

Roll Call #8:

Ayes: Council Members Hix, Dennis, Miller, Acerra, and Cheesman, 5.

Nays: Council Members White and Davis, 2.

Absent: None

Chairman declared the motion carried.

Mayor Schwartzman called for a recess at 7:56 p.m.

The meeting resumed at 8:03 p.m.

23-1029

Ordinance on first reading amending Special Service Area Number One to extend the \$1.50 levy an additional ten years.

23-1030

Special Ordinance on first reading approving the 2023 Property Tax Levy in the amount of \$10,088,040, which is an increase of 3.92 percent compared to the 2022 tax levy extension.

Interim City Manager explained that the increase that a number of citizens saw on their property is entirely separate from the City of Galesburg and is done by the Township Assessor. He added that the rate that was established by the City last year was approximately 2.45% and this year it has been lowered to 2.36%. The City has reflected a reduction in the property tax rate and any revenue will be directly related to the assessments.

23-1031

Special Ordinance on first reading approving the 2023 levy for the Special Service Area #1 (Downtown Area) in the amount of \$188,088.

23-1032

Ordinance on first reading dissolving the Tax Increment Financing Fund and Redevelopment Project Area 3 (Regency TIF 3).

23-1033

Ordinance on first reading adopting the 2021 editions of the International Building code, the International Residential Code, the International Mechanical Code, the International Fuel Gas Code, the International Existing Building Code, the International Fire Code and the 2020 edition of the National Electric Code.

Fire Chief Hovind noted that there are no significant changes in the codes for the Fire Department. Community Development Director Steve Gugliotta stated that the current codes are eleven years old and once the new ones are approved it will hopefully encourage development.

BIDS, PETITIONS, AND COMMUNICATIONS

23-3035

Council Member White moved, seconded by Council Member Davis, to approve the bid from Sullivan Door Company in the amount of \$62,115 for the salt building overhead door replacement.

Roll Call #9:

Ayes: Council Members Hix, Dennis, White, Acerra, Davis, and Cheesman, 6.

Nays: None

Absent: None

Abstain: Council Member Miller, 1.

Chairman declared the motion carried.

CITY MANAGER'S REPORT

- A. The FY 2024 budget is available for inspection at the Public Library, the City Clerk's office, and on the City's website.

Interim City Manager Schlaf also addressed the situation with the Standish Park gazebo. He stated that City staff were in the gazebo for an informational staff gathering and noticed major issues, which facilitated an inspection. The inspection was done by City inspectors, an architect, and others who concluded that the structure needed to come down as quickly as possible. Efforts are underway to replace it in 2024.

Mr. Schalf also reported that the appraisal for 905 Maple Avenue would be made available at the next City Council meeting.

MISCELLANEOUS BUSINESS (AGREEMENTS, APPROVALS, ETC.)

23-4110

Council Member Miller moved, seconded by Council Member Acerra, to approve the proposal from Nelson-Nygaard in the amount of \$119,988 to complete a comprehensive audit and analysis of the public transportation system. Community Development Director Gugliotta reported that the County would be included in the study and thanked Kraig Boynton, Transit Manager, for his work in moving the audit forward.

Roll Call #10:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-4111

Council Member Dennis moved, seconded by Council Member Acerra, to approve the Minor Plat of the Greenspace Subdivision.

Roll Call #11:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.
Nays: None
Absent: None
Chairman declared the motion carried.

23-4112

Council Member Dennis moved, seconded by Council Member Miller, to approve the 2023 Classification and Salary Schedule for Fire Battalion Chiefs.

Roll Call #12:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.
Nays: None
Absent: None
Chairman declared the motion carried.

23-4113

Council Member Davis moved, seconded by Council Member White, to approve and accept the surfacing and installation of the engineered wood fiber safety surfacing and playground equipment as part of the statewide funding initiative with Illinois Parks and Recreation Association, Playcore, and GameTime for Lancaster Park playground equipment.

Roll Call #13:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.
Nays: None
Absent: None
Chairman declared the motion carried.

23-4114

Council Member Davis moved, seconded by Council Member Miller, to approve the settlement agreement for Marston v. Galesburg in the amount of \$18,787.50.

Roll Call #14:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.
Nays: None
Absent: None
Chairman declared the motion carried.

23-4115

Council Member Dennis moved, seconded by Council Member Miller, to approve the purchase of insurance coverage for city liability, property, and vehicles, from the Illinois Municipal League Risk Management Association in the annual premium amount of \$462,518.

Roll Call #15:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.
Nays: None
Absent: None
Chairman declared the motion carried.

Council Member White moved, seconded by Council Member Davis, to sit as the Town Board. The motion carried.

TOWN BUSINESS

23-9022

Trustee White moved, seconded by Trustee Davis, to approve Town bills and warrants to be drawn in payment of same.

Fund Title	Amount
Town Fund	
General Assistance Fund	\$1,231.11
IMRF Fund	\$12,435.20
Social Security/Medicare Fund	\$3,309.07
Liability Fund	\$2,467.84
Audit Fund	
Total	\$19,443.22

Roll Call #16:

Ayes: Trustees Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Trustee White moved, seconded by Trustee Davis, to resume as the City Council. The motion carried.

CLOSING COMMENTS

Council Member Davis reiterated that it is easy for discrimination to sneak into discussions and people have their personal reasons for voting the way they do; however, it is hard to deal with the same conflict over and over and not get emotional. She thanked those who articulated their viewpoints so well and hopes that people don't pretend these issues don't exist but instead work together to solve them.

Council Member Cheesman thanked Council Member Davis for her comments. He added that he took the flag ordinance to heart and his vote is not meant to show disrespect to any other organization or individuals and believes the simplest agreement is to only allow the flags noted in the ordinance.

Council Member Cheesman also stated that he has completed six months as a City Council Member and that it has been an honor and privilege to serve. He knows he has made mistakes too, but the Council has made some significant accomplishments, with more to come. There have been many challenges as well but he hopes they can all find common ground, compromise, and be open to listen with respect to others ideas.

Council Member Hix congratulated Golf Pro Bryan Luedtke on his success in the Senior PGA in Florida where he made the first cut and was in the top 100.

Council Member Dennis stated that he also does not tolerate discrimination and voted for the flag ordinance according to the wishes of his constituents.

Council Member Miller thanked City staff, especially Parks & Recreation Director Elizabeth Varner, who have been working on HT Custer Park. He said it is being used by people in his ward, and they are all appreciative. He also reiterated that he does not believe any flag, other than the U.S. flag and state flag, should fly at a City-owned building.

Council Member White announced that the City has a new cell phone app for the bus routes and that though it has a few bugs, is definitely a feather in the cap of the City. He also noted that he attended the GAVC open house, where students made some items on the CNC machines. He thanked staff and the South Side Task Force for their initiative on Lancaster Park, which had been very neglected.

Council Member White also stated that Aaron Gavin, City Engineer, did a good job with providing the Council with street projects and that it was not his fault that he was given specific parameters. He did not want his comments to be construed as an attack against him. He also added that flying the Black American Heritage flag in the City of Galesburg acknowledges that they belong here too. He noted that Judge Bulkeley named two African Americans when he was talking about the history of Hope Cemetery.

Council Member Acerra stated that she talked about the survey earlier and it was also brought up how to rank items that are important to the community. She noted that a question was asked in the survey about what should receive the most emphasis by the City over the next two years, and the only item that ranked higher than streets/sidewalks was attracting more industry and related jobs. To increase the City's tax base means that job opportunities will need to be increased as well and she believes the Council has a good path to move forward with this initiative based on the presentations tonight.

Council Member Acerra stated that she is excited to know that Galesburg has a strong education community, including the information presented on the National Apprentice proclamation. She would love to see some of these programs in Knox County so that students can be reached earlier. She is also very happy to have conversations with Carl Sandburg College on the Galesburg Promise, and loves that it has enhanced opportunities for many of our citizens.

She also stated that she has not forgotten the importance of the appearance of our community and that it is something she feels strongly about. She reported that there is spray paint on the utility box at the corner of Losey and Broad Streets and asked that it be looked into. She hopes that the City can be more conscious of the vandalism and that maybe stronger ordinances need to be put into place. She is also very happy to see all the work on the parks as well as the green space near the Churchill building.

Council Member Cheesman announced that the City should acknowledge and honor our Veterans, specifically Council Members Dennis and White.

Mayor Schwartzman reported that a group of individuals planted several trees near the new library and the Dale Kelly Tot Lot. He thanked everyone for their hard work, as well as putting in a fence at the Tot Lot. He noted that the dedication for the Boxcar People was amazing and had a great turnout. There are four locations that will have plaques and several individuals who lived in boxcar were able to attend the ceremony as well.

He also reported that several from the City attended the Legislative Luncheon at Knox College last week and heard from State Representative Dan Swanson and State Senator Michael Halpin. They are from two different political parties but talked about how they get along and compromise with each other; something we could all learn from.

The Mayor announced that there will be a Veterans Day celebration on Saturday, November 11th, 9 a.m. at Walmart, and noted that both his grandfathers were war heroes. He also reported that he is looking forward to giving the State of the City address at the Chamber's Thanksgiving Luncheon on November 20th where he will talk about all the positive growth the City has seen. He noted that everyone may not agree with each other on everything but that we are all neighbors and need to coexist. We need to have empathy and respect for each other.

Council Member Cheesman moved, seconded by Council Member Miller, to adjourn into executive session at 8:56 p.m. for the purposes of discussing approval of the executive session meeting for September 18, 2023, 5 ILCS 120/2(c)(21) and Litigation 5 ILCS 120/2(c)(11).

Roll Call #17:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

During the Executive Session, Council Member White moved, seconded by Council Member Dennis, to adjourn the Executive Session at 9:28 p.m.

Roll Call #18:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

There being no further business, Council Member Davis moved, seconded by Council Member White, to adjourn the regular meeting at 9:28 p.m.

Roll Call #19:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Peter D. Mayor Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

Proclamation
CITY OF
GALESBURG
ILLINOIS

WHEREAS, Leland Chandler was born in 1923 and grew up in the small farming town of Table Grove, Illinois, and celebrated turning 100 years young this year; and

WHEREAS, Chandler enlisted in the Army at 18 years old to serve during World War II, where he was stationed at Corregidor Island in the 60th Coast Artillery. While stationed there, he served as a crewman on an anti-aircraft gun. After the attack on Pearl Harbor, his division frequently faced combat and bombings from Japanese aircraft until May 6, 1942, when they were outnumbered and forced to surrender. At age 19, Chandler became a prisoner of war and was taken to Japan to work in a steel mill camp.

WHEREAS, during his three and a half years there, he and 400 other American prisoners were held captive and worked every day for 12 hours in order to earn small rations of rice to eat; and

WHEREAS, when the war ended in 1945, Chandler was liberated from the prison camp and he returned home where he and his wife, Ruth, raised five children and have enjoyed dozens of grandchildren. After honorable discharge from the Army, Chandler worked as a firefighter in central Illinois.

WHEREAS, For his service, Leland Chandler received a Bronze Star and three Purple Hearts.

WHEREAS, on this Veteran's Day, we honor Leland Chandler, as well as the other dedicated men and women, who have fought for our nation and sacrificed so much. We pay tribute to their spirit, determination, and dedication to the principles of freedom and democracy.

THEREFORE, I, Peter D. Schwartzman, Mayor of the City of Galesburg, urge all our citizens to join me in honoring the service and sacrifice of Leland Chandler on this Veteran's Day.

Dated this 20th day of November 2023.

Mayor Peter D. Schwartzman

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 20, 2023**

AGENDA ITEM: State Bid Approval recommendation, 2023-2024 winter supply of bulk rock salt for the City of Galesburg.

SUMMARY RECOMMENDATION: The Director of Public Works, City Engineer and the Purchasing Agent recommend that the City Council approve the use of the 2023-24 State Bid for Bulk Rock Salt in the amount of \$96.05 per ton from Compass Minerals America, Inc.

BACKGROUND: Annually, the City requests to be included in the State of Illinois Central Management Services bid for the purchase of Bulk Rock Salt. The benefits of this type of inclusion are: 1) the City purchases rock salt at a discount due to being included in a volume purchase and 2) the City reduces the risk of not being able to obtain rock salt in a timely manner. Contract pricing for this material is based upon the winter season. The rate charged for rock salt changes each August. Rates fluctuate based on the anticipated demand for salt. The increase in price is due to increases in transportation costs along with material and labor price increases. The proposed rate for approval covers a period from November 2023 through April 2024. The City is required to purchase a minimum of 2,000 tons of salt from this contract. Typically, the city uses between 2,500 and 3,000 tons of salt each winter but has used more for harsh winters. The city currently has about 2,000 tons stored in the salt building at this time.

For historical purposes, prior year rates:

Year	Vendor	Rate
2022-2023	Compass	\$95.12
2021-2022	Compass	\$73.69
2020-2021	Cargill	\$40.63
2019-2020	Compass	\$72.48
2018-2019	Cargill	\$55.979
2017-2018	Cargill	\$50.89
2016-2017	Cargill	\$68.65
2015-2016	Cargill	\$68.65

BUDGET IMPACT: The City budgets annually for anticipated bulk salt use through the Motor Fuel Tax Fund. The City has budgeted sufficient funds for the winter season.

SUPPORTING DOCUMENTS:

1. 2023-24 CMS Rock Salt Contract

STATE OF ILLINOIS CONTRACT

Central Management Services
JPMC Rock Salt Bulk, FY24
23-416CMS-BOSS4-P-56959

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD ILLINOIS CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “IPG Active Registered Vendor Disclosure (formerly called FORMS B)” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY24
23-416CMS-BOSS4-P-56959

terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

STATE OF ILLINOIS CONTRACT

Central Management Services
JPMC Rock Salt Bulk, FY24
23-416CMS-BOSS4-P-56959

VENDOR

Vendor Name: Compass Minerals America Inc.	Address (City/State/Zip): 9900 W. 109 th St., Overland Park, KS 66210
Signature: 	Phone: 800-323-1641
Printed Name: Jamie Standen	Fax: 913-338-7945
Title: Chief Commercial Officer	Email: highwaygroup@compassminerals.com
Date: 6/29/2023	Email Orders: highwayorders@compassminerals.com

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson, 3 rd Floor	Fax:
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 10/31/23
Printed Name: Raven DeVaughn, Acting Director	
Official's Title: by David Thomas, Agency Purchasing Officer	
Legal Signatur: 	Date:
Legal Printed Name:	
Legal's Title:	
Fiscal Signature:	Date:
Fiscal's Printed Name:	
Fiscal's Title:	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 23-416CMS-BOSS4-R-170702
- Project Title: JPMC Rock Salt Bulk, FY24
- Contract #: 23-416CMS-BOSS4-P-56959
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 23-416CMS-BOSS4-B-36907
- BidBuy / Bulletin Publication Date: 5/6/23
- Award Code: A
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt to be purchased on an as-needed basis during the contract period in the identified districts.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1. The Vendor will provide rock salt based on quantity ordered within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

- a. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.
- b. Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

- 1.2.3. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

- a. Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.
- b. Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

- c. Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.
- d. Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.
- e. Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the $300(0.8) = 240$ tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

- a. Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document

the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

- b. Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor
 B = Net weight shown on the delivery ticket from IWC1
 C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify

accuracy of the scale used for the independent weight check. The freight for this additional weigh will be charged to the party that is proven to be negligent.

- c. Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

- a. Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All other governmental units will use their own purchase order system.

- b. Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- c. Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- d. Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- e. Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.
- f. Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- g. Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- h. Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not

have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

1.2.6. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

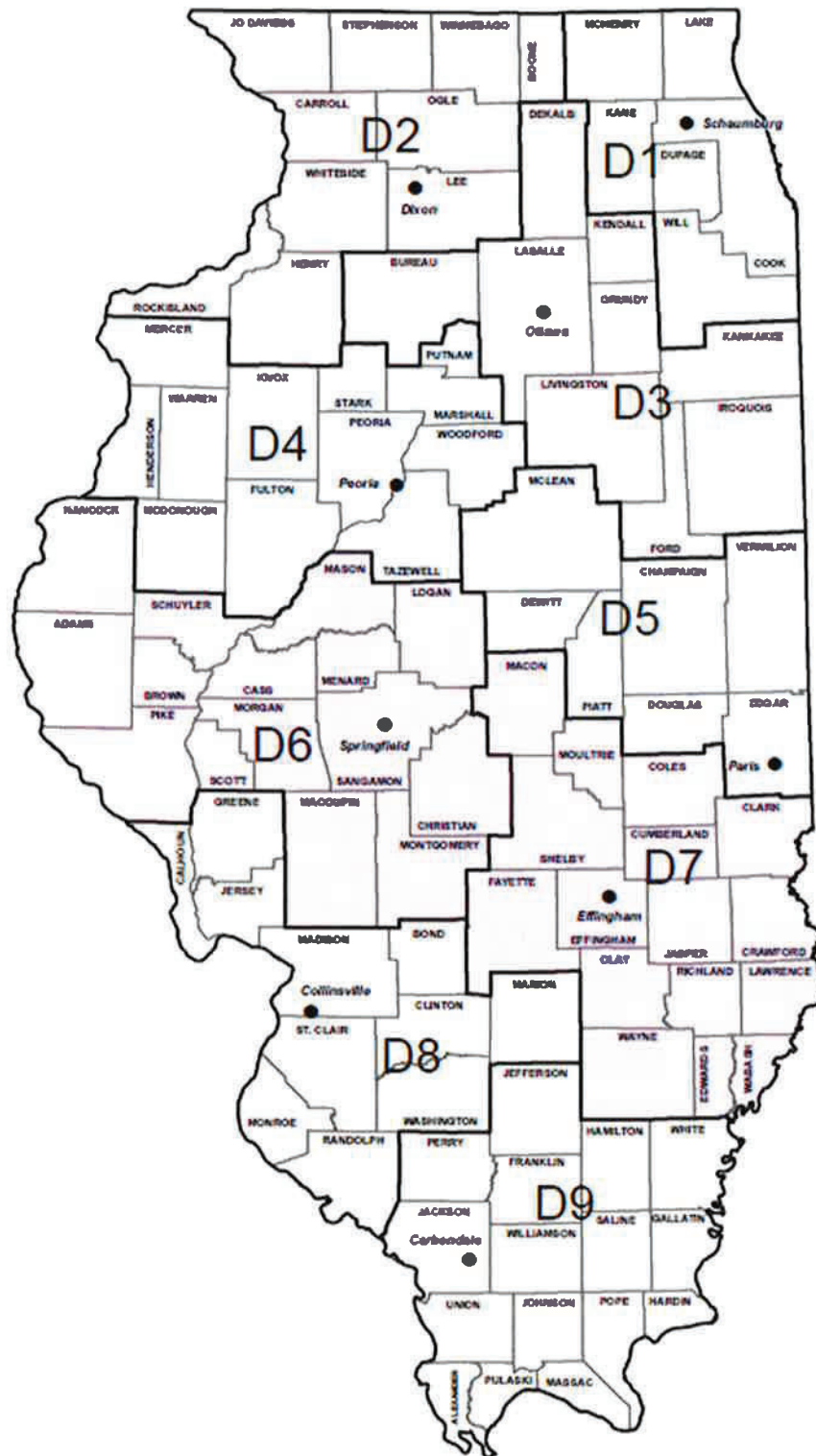
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.7. Map



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services. For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

- 1.3.1. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.
- 1.3.2. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.
- 1.3.3. The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units and Not-for-Profit Agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXXXXX

1.4. VENDOR / STAFF SPECIFICATIONS:

- 1.4.1. Vendor Meetings:

- a. The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).
- b. The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.
- c. The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June,

1.4.2. Stockpile and Delivery Performance:

- a. Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.
- b. STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:
 - 1. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.
 - 2. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

- c. STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.
- d. VENDOR NOTIFICATION – Illinois Waterway Consolidated Lock Closures: Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

<https://www.mvr.usace.army.mil/Missions/Navigation/Navigation-Status/>

- 1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.
- 1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.
- 1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.

- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.
- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.
- 1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see attached list.

Amount to Be Paid:

Address:

Description of Work:

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.6.3. If the annual value of any the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

- ☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being

performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.

Value of services performed at this location: Please see attached List.

- Location where services will be performed:

Value of services performed at this location:

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.

- a) Pricing shall be submitted by entering the cost per unit of measure based on minimum order quantities on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term commencing upon the last dated signature of the Parties to September 30, 2024.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

- 3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

- 3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

- 3.2 RENEWAL: N/A**

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

- 4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency / Entity
Attn:	Requesting Agency / Entity
Address:	Requesting Agency / Entity
City, State Zip	Requesting Agency / Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor

for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in

the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of

\$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

- 4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
 - 4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
 - 4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

- 4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

- 5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).
- 5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

☐ Required Federal Clauses, Certifications and Assurances

- ☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

- 5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.
- 5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.
- 5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.
- 5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.
- 5.7. The credit or liability of each governmental unit shall remain separate and distinct.
- 5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.
- 5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☒ Other (describe)

Illinois State Bid Subcontractors Totals for Handling and Hauling				Solicitation		23-416CMS-BOSSA-B-36907 / JPMC Rock Salt Bulk, FY24		Forms	Rec'd
Service Depot	LM	Status	Status Date	Depot Spend	Freight & Fuel Spend	Vendor Addresses			
Chicago, IL	Matt								X
Calumet Transload	Matt	Complete	6/8/2023	\$2,100,000		10730 Burley Avenue, Chicago, IL 60617		Form B	X
5 Star Hauling	Matt	Complete	6/8/2023		\$1,142,000	14210 Kenton Ave, Crestwood, IL 60418		Form B	X
Garus Trucking	Matt	Complete	6/15/2023		\$207,000	7264 W 21st Ave., Gary IN 46406		Form A	X
Sunset	Matt	Complete	6/20/2023		\$775,000	1320 S Virginia, Crystal Lake, IL 60014		Form B	X
Truck King Hauling Contractors, Inc.	Matt	Complete	6/20/2023		\$3,100,000	4600 W 48th St, Chicago. IL 60632		Form B	X
Commanche, IA	Victor								X
ADM	Victor	Complete	6/22/2023	\$148,122		1419 N Washington Blvd, Comanche, IA 52730		Form A	X
ADM- Transport	Victor	Complete	6/22/2023		\$189,189	4666 Faries Parkway Decatur, IL 62526		Form A	X
Louisiana, MO	Victor								X
Wayne B Smith	Victor	Complete	6/22/2023	\$148,000		10415 Hwy 79, Louisiana, MO 63353		Form B	X
George Potterfield Trucking	Victor	Complete	6/22/2023		\$56,983	207 County Line Road, Monroe City, MO 63456		Form B	X
Meredosia, IL	Victor								X
Meredosia Terminal	Victor	Complete	6/8/2023	\$45,706		Route 104 West of Bridge, Meredosia, IL 62665		Form B	X
SMS	Victor	Complete	6/8/2023		\$55,012	520 N Webster, Jacksonville, IL 62650		Form B	X
Metropolis, IL	Andrew								X
Waterway Ag.	Andrew	Complete	6/8/2023	\$372,000	\$185,400	208 Yasada Street, Metropolis, IL 62960		Form B	X
Milwaukee, WI	Matt			\$600,000					X
Compass Minerals	Brenda	Complete	6/22/2023	\$404,000		2001 S Lincoln Memorial, Milwaukee, WI 53207		Compass Form B	X
Jung Bros	Matt	Complete	6/20/2023		\$158,000			Form A	X
Blume Trucking	Matt	Complete	6/20/2023		\$215,000			Form B	X
R&L Truck Service	Matt	Complete	6/21/2023		\$143,000			Form B	X
CLK Systems Inc	Matt	Complete	6/13/2023		\$130,000	39882 N Mauser Dr Wadsworth, IL 60083		Form B	X
PJ's Trucking	Matt	Complete	6/13/2023		\$158,000	W125S9861 N Cape Road, Muskego, WI 53150		Form B	X
Portland	Matt	Complete	6/15/2023		\$316,000	98 E Shore Drive, Random Lake, WI 53075		Form B	X
Sunset	Matt	Complete	6/20/2023		\$43,000	1320 S Virginia, Crystal Lake, IL 60014		Form B	X
Tonyan Bros.	Matt	Complete	6/20/2023		\$158,000	5101 N Richmond Rd., Ringwood, IL 60072		Form A	X
Zizzo's	Matt	Complete	6/20/2023		\$460,000	3000 Sheridan Rd., Kenosha, WI 53140		Form B	X
Mt. Vernon, IN	Andrew								X
Mulzer Crushed Stone	Andrew	Complete	6/21/2023	\$458,200	\$221,200	10700 Hwy 69 S, Mt. Vernon, IN 47620		Form B	X
Mulzer Crushed Stone	Andrew	Complete	6/21/2023			10700 Hwy 69 S, Mt. Vernon, IN 47620		Form B	X
Peoria, IL - J&L	Victor								X
J&L Dock	Victor	Complete	6/28/2023	\$376,349		92 South St., Peoria, IL 61602		Form A	X
Heinz Bros. Trucking	Victor	Complete	6/28/2023		\$495,308	538 W Knoxville St, Brimfield, IL 61517		Form A	X
St. Louis, MO (Beelman)	Victor								X
Beelman Terminal	Victor	Complete	6/23/2023	\$101,795		210 Bremen Ave., Venice, IL 62090		Form B	X
Beelman Logistics	Victor	Complete	6/23/2023		\$166,618	#1 Racehorse Drive, E. St. Louis, MO 62205		Form B	X
St. Louis, MO (Oakley)	Victor								X
Bruce Oakley	Victor	Complete	6/22/2023	\$253,065		1 Angelica St. St. Louis, Mo 63353		Form B	X
George Potterfield Trucking	Victor	Complete	6/9/2023		\$383,303	207 County Line Road, Monroe City, MO 63456		Form B	X
Dubuque, Ia	Victor								X
Peavey Co, Gavilon Grain	Victor	Complete	6/26/2023	\$156,987		505 East 7th St, Dubuque, IA 52001		Form B	X
All Seasons Trucking	Victor	Complete	6/21/2023		\$235,481	7750 Windy Ridge Dubuque, IA 52003		Form A	
Rock Island, Il	Victor								X
Alter- Rock Island River Terminal	Victor	Complete	6/27/2023	\$367,639		7th Ave MILI Street Rock Island, IL 61201		Form A	X
Overland Systems	Victor	Complete	6/22/2023		\$449,987	13631 110th Ave Davenport, IA 52804		Form A	X
Henry - Middle River Marine	Victor								X
Henry - Middle River Marine	Victor	Complete	6/8/2023	\$174,201		1440 County Road 1500 E, Henry, IL 61537		Form A	X
Ozinga Transportation, Inc.	Victor	Complete	6/8/2023		\$327,158	1440 County Road 1500 E, Henry, IL 61537		Form A	X
Lemont - Middle River Marine	Matt								X
Lemont - Middle River Marine	Matt	Complete	6/8/2023	\$250,000		11400 Old Lemont Road, Lemont, IL 60439		Form B	X
Ozinga Transportation, Inc.	Matt	Complete	6/14/2023		\$232,000	11400 Old Lemont Road, Lemont, IL 60439		Form B	X
Ottawa - Ottawa Barge Terminal	Victor								X
Harmon Farms Trucking	Victor	Complete	n/a		no spend.	3880 E 11th Road, Utica, IL 61373		Form B	n/a
Ottawa - Ottawa Barge Terminal	Victor	Complete	6/19/2023	\$262,102		1365 N 2803 RD OTTAWA, IL 61350		Form A	X
Wiesbrock Trucking	Victor	Complete	6/14/2023		\$223,660	1748 E. 950th Road (PO Box 197) Leonore, IL 61335		Form A	X

*All \$'s are subject to change based on contract award

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 20, 2023**

AGENDA ITEM: Annual Springbrook Maintenance Fees.

SUMMARY RECOMMENDATION: The Interim City Manager, Director of Finance & Information Systems and Purchasing Agent recommend waiving normal purchasing policies and approving the fiscal year 2024 Springbrook maintenance fees for the government-wide software utilized by the City and to allow the Director of Finance and Information Systems to sign the annual maintenance fee order form.

BACKGROUND: The City currently uses the Springbrook government-wide software to create efficient processes across the organization. By utilizing this software, many entries can be streamlined, shared and not duplicated thus creating a more efficient database for the organization to utilize. Currently, the City utilizes the following modules:

- | | |
|---------------------------------------|---|
| • Accounts payable (Finance Suite) | • Human resources |
| • Bank reconciliation (Finance Suite) | • Inventory control |
| • General ledger (Finance Suite) | • License & permits |
| • Budgeting (Finance Suite) | • Parking tickets |
| • Accounts receivable | • Payroll |
| • Building permits | • Project management |
| • Business/Occupational tax | • Purchase orders |
| • Cash receipting | • Utility billing |
| • Code and contact management | • Utility billing – online |
| • Employee self-serve | • Work order management |
| • Fixed assets | • Customer relation management
(Finance Suite) |

Similar to other government-wide software, maintenance fees must be paid on an annual basis in order for the City to receive support and updates from the company. The fiscal year 2024 annual maintenance fee is \$84,823.33 for the above modules and services.

BUDGET IMPACT: Annual maintenance fee will be distributed between the funds utilizing the financial software.

SUPPORTING DOCUMENTATION:

None

Accounts Payable

Transactions by Account

User: shelms
 Printed: 11/14/2023 - 3:05PM
 Batch: 00020.11.2023



Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10407-00	Amanda Jennings	Cell Phone Allowance - AJennings	10/30/2023	15.00	
001-0000-10407-00	Stratus Networks, Inc	11/23 Service Acct# 7483	10/30/2023	494.02	
001-0000-10701-00	Illinois Municipal League Risk Man	2024 - IL Municipal League Membership Dues	11/14/2023	2,000.00	
001-0000-10701-00	LeaseAccelerator Services LLC	01/24 - 11/24 - Cloud Service	11/14/2023	1,375.00	
001-0000-10801-00	Nichols Diesel Service, Inc	Strainger Kits, Fuel Filters	11/14/2023	514.10	
001-0000-10801-00	Ford of Galesburg	Shields	10/30/2023	156.38	
001-0000-10801-00	Advance Auto Parts	Mini Bulbs	10/30/2023	17.40	
001-0000-10801-00	Napa Auto Parts	Hose Clamps	10/30/2023	7.90	
001-0000-20102-00	Stratus Networks, Inc	11/23 Stratus Acct# 7382	11/14/2023	1,333.92	
Subtotal for Divison: 0000				5,913.72	
001-0105-54000-00	Dwight White	Cell Phone Allowance	10/30/2023	30.00	
001-0105-54000-00	Steve Cheesman	Cell Phone Allowance	10/30/2023	30.00	
001-0105-54000-00	W Wayne Dennis	Cell Phone Allowance	10/30/2023	30.00	
001-0105-54000-00	Bradley Hix	Cell Phone Allowance	10/30/2023	30.00	
001-0105-54500-00	Galesburg Area Chamber of Comme	Meal- Thanksgiving Luncheon Galesburg - WDennis	11/14/2023	32.00	
001-0105-54500-00	Galesburg Area Chamber of Comme	Meal- Thanksgiving Luncheon Galesburg - HACerra	11/14/2023	32.00	
Subtotal for Divison: 0105				184.00	
001-0110-54000-00	Cathy St George	Cell Phone Allowance	10/30/2023	30.00	
Subtotal for Divison: 0110				30.00	
001-0115-51000-00	Knox County Recorders Office	10/23 Laredo	11/14/2023	26.00	
001-0115-51000-00	SpringbrookSoftware LLC	10/23 CivicPay PayPad Transaction Fee	11/14/2023	26.00	
001-0115-54000-00	Kelli Bennewitz	Cell Phone Allowance	10/30/2023	30.00	
001-0115-54500-00	Kelli Bennewitz	Mileage-Central IL Municipal Clerks Meeting-Peoria Il- KBennewit	11/14/2023	104.76	
001-0115-55000-00	Municipal Clerks of Illinois	MCI Dues - Bennewitz-Gugliotta	11/14/2023	150.00	
001-0115-61000-00	Office Specialists, Inc.	Pens, Correction Tape	11/14/2023	29.87	
001-0115-61000-00	Office Specialists, Inc.	Calculator Ink	11/14/2023	11.22	

Account Number	Vendor	Description	Date	Amount	PO No
001-0115-61000-00	Office Specialists, Inc.	Return Correction Tape	11/14/2023	-16.03	
		Subtotal for Divison: 0115		361.82	
001-0120-54000-00	Jessica Pease	Cell Phone Allowance	10/30/2023	30.00	
001-0120-54000-00	Janet Lytle	Cell Phone Allowance	10/30/2023	30.00	
		Subtotal for Divison: 0120		60.00	
001-0160-51000-00	Collection Professionals, Inc	10/23 Service	11/14/2023	59.15	
001-0160-59516-00	Matthew Reed	10/23 AV Services	11/14/2023	192.00	
001-0160-59516-00	Jeffrey R Cervantez	10/23 AV Services	11/14/2023	240.00	
		Subtotal for Divison: 0160		491.15	
001-0205-51000-00	SpringbrookSoftware LLC	10/23 CivicPay PayPad Transaction Fee	11/14/2023	87.25	
001-0205-51000-00	US Sterling Capital Corp., Inc.	GBank	11/14/2023	241.32	
001-0205-54000-00	Denise Hensley	Cell Phone Allowance	10/30/2023	30.00	
001-0205-54000-00	Tanya Billeter	Cell Phone Allowance	10/30/2023	30.00	
001-0205-54000-00	Sharon Heiden	Cell Phone Allowance	10/30/2023	30.00	
001-0205-54000-00	Tifani Miller	Cell Phone Allowance	10/30/2023	30.00	
001-0205-54000-00	Gloria Osborn	Cell Phone Allowance	10/30/2023	30.00	
001-0205-54000-00	Bobbi Chockley	Cell Phone Allowance	10/30/2023	30.00	
001-0205-54500-00	Bobbi Chockley	Mileage/Airport-Springbrook Software Conference - BChockley	11/14/2023	68.12	
001-0205-55800-00	LeaseAccelerator Services LLC	12/23 - Cloud Service	11/14/2023	125.00	
001-0205-61000-00	Office Specialists, Inc.	Calendar	11/14/2023	4.24	
		Subtotal for Divison: 0205		705.93	
001-0207-54000-00	Orlando Lucero	Cell Phone Allowance	10/30/2023	30.00	
001-0207-54000-00	Kerzi Peterson	Cell Phone Allowance	10/30/2023	30.00	
001-0207-61700-00	Galesburg Electric, Inc.	Orange Marking Paint	11/14/2023	192.78	
		Subtotal for Divison: 0207		252.78	
001-0305-54000-00	Stephen Gugliotta	Cell Phone Allowance	10/30/2023	30.00	
		Subtotal for Divison: 0305		30.00	
001-0306-51000-00	Knox County Records Office	10/23 Laredo	11/14/2023	26.00	
001-0306-51000-00	SpringbrookSoftware LLC	10/23 CivicPay PayPad Transaction Fee	11/14/2023	4.75	
001-0306-54000-00	Richard Slagel	Cell Phone Allowance	10/30/2023	30.00	
001-0306-54000-00	Tammera Matejewski	Cell Phone Allowance	10/30/2023	30.00	
001-0306-54000-00	Eric Heiden	Cell Phone Allowance	10/30/2023	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0306-54000-00	Robert Elsbury	Cell Phone Allowance	10/30/2023	30.00	
001-0306-61000-00	Office Specialists, Inc.	Lamination Pouches, Index Tabs	11/14/2023	133.22	
Subtotal for Divison: 0306				283.97	
001-0410-51000-00	Knox County Records Office	10/23 Laredo	11/14/2023	26.00	
001-0410-51000-00	SpringbrookSoftware LLC	10/23 CivicPay PayPad Transaction Fee	11/14/2023	4.75	
001-0410-54000-00	Matthew Kirgan	Cell Phone Allowance	10/30/2023	30.00	
001-0410-54000-00	Brayden Bledsoe	Cell Phone Allowance	10/30/2023	30.00	
001-0410-54000-00	Aaron Gavin	Cell Phone Allowance	10/30/2023	30.00	
001-0410-54000-00	Jamie West	Cell Phone Allowance	10/30/2023	30.00	
001-0410-61000-00	Office Specialists, Inc.	Staplers	11/14/2023	26.32	
001-0410-61000-00	Office Specialists, Inc.	Pens	11/14/2023	15.21	
Subtotal for Divison: 0410				192.28	
001-0445-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	9.79	
001-0445-54000-00	Myron Miller	Cell Phone Allowance	10/30/2023	30.00	
001-0445-55500-00	Scott Equipment, LLC	Fuel Filter, Pre-Mix, Carburetor, Carb Kits, Valve	11/14/2023	236.39	
001-0445-55500-00	Drake Scruggs Equipment, Inc	Remove PU Bed and Bumper, Camera/Sensor Relocation	11/14/2023	2,489.00	
001-0445-55500-00	Valley Distribution Corp.	Core Charges	11/14/2023	20.00	
001-0445-55700-00	Royal Cleaning Services	11/23 Janitorial Services	11/14/2023	292.00	
001-0445-55700-00	Four Seasons Pest Control	10/23 Service	11/14/2023	20.00	
001-0445-57500-00	Aramark Uniform Serv. Inc.	10/23 Service	11/14/2023	82.08	
001-0445-62500-00	Advance Auto Parts	Fuse #165	11/14/2023	7.19	
001-0445-63000-00	Advance Auto Parts	Grease	11/14/2023	13.40	
001-0445-63000-00	Valley Distribution Corp.	Grease	11/14/2023	40.52	
Subtotal for Divison: 0445				3,240.37	
001-0450-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	58.75	
001-0450-54000-00	Marc McMahon	Cell Phone Allowance	10/30/2023	30.00	
001-0450-54000-00	Justin McNaught	Cell Phone Allowance	10/30/2023	30.00	
001-0450-54000-00	JR Knaack	Cell Phone Allowance	10/30/2023	30.00	
001-0450-55500-00	Galesburg Welding, Inc	Straighten Light Pole for Paint Machine	11/14/2023	32.00	
001-0450-59300-00	UniFirst First Aid Corp	Refill First Aid Supply Box	11/14/2023	45.44	
001-0450-62500-00	Valley Distribution Corp.	Hydraulic Oil	11/14/2023	867.90	
001-0450-62500-00	Altorfer Inc.	Seal #111	11/14/2023	193.76	
001-0450-62500-00	Altorfer Inc.	Bolt Pack #111	11/14/2023	32.50	
001-0450-62500-00	Altorfer Inc.	Oil Pan #111	11/14/2023	798.95	
001-0450-62500-00	Advance Auto Parts	Oil Filter #107	11/14/2023	41.29	

Account Number	Vendor	Description	Date	Amount	PO No
001-0450-62500-00	Advance Auto Parts	Hydraulic Filter #109	11/14/2023	41.29	
001-0450-62500-00	Napa Auto Parts	Cabin Filter #109	11/14/2023	24.49	
001-0450-65500-00	Mobotrex	Repair of Monitor	11/14/2023	141.43	
001-0450-65500-00	Galesburg Electric, Inc.	Loop Wire	11/14/2023	332.00	
Subtotal for Divison: 0450				2,699.80	
001-0510-51000-00	Bridgeway Training Services	10/23 75 lb Secure Document Destruction	11/14/2023	18.75	
001-0510-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	4.90	
001-0510-54000-00	Kyle A Winbigler	Cell Phone Allowance	10/30/2023	30.00	
001-0510-54000-00	Bryan Anderson	Cell Phone Allowance	10/30/2023	30.00	
001-0510-54000-00	Lane Mings	Cell Phone Allowance	10/30/2023	30.00	
001-0510-54000-00	Mark McLaughlin	Cell Phone Allowance	10/30/2023	30.00	
001-0510-54000-00	Anthony Oligney-Estill	Cell Phone Allowance	10/30/2023	30.00	
001-0510-54000-00	Patrick Kisler	Cell Phone Allowance	10/30/2023	30.00	
001-0510-54000-00	Russell Idle	Cell Phone Allowance	10/30/2023	30.00	
001-0510-54000-00	Kevin Legate	Cell Phone Allowance	10/30/2023	30.00	
001-0510-54000-00	Steffanie Cromien	Cell Phone Allowance	10/30/2023	30.00	
001-0510-54000-00	Jason Shaw	Cell Phone Allowance	10/30/2023	30.00	
001-0510-54000-00	Christopher Hootman	Cell Phone Allowance	10/30/2023	30.00	
001-0510-54000-00	Ryne Sage	Cell Phone Allowance	10/30/2023	30.00	
001-0510-54500-00	Andrew Hardine	Meals - 911 Homicide Calls - Bloomington II - AHardine	11/14/2023	14.00	
001-0510-57500-00	JSLK Management Iowa LLC	10//23 Service - Hootman	11/14/2023	13.08	0000092359
001-0510-61000-00	Office Specialists, Inc.	Return Labels	11/14/2023	-50.54	
001-0510-61000-00	Office Specialists, Inc.	Return Toner	11/14/2023	-88.10	
001-0510-61000-00	Office Specialists, Inc.	Toner	11/14/2023	1,077.49	
001-0510-61000-00	Office Specialists, Inc.	Return Toner	11/14/2023	-81.02	
001-0510-67500-00	Ray O'Herron Co., Inc.	Shirts - JHarrison	11/14/2023	114.75	
001-0510-67500-00	Ray O'Herron Co., Inc.	Body Armor, Carrier - KPalacios- TLowe	11/14/2023	1,084.84	
001-0510-67500-00	Ray O'Herron Co., Inc.	Body Armor, Carrier - KPalacios- TLowe	11/14/2023	859.84	
Subtotal for Divison: 0510				3,327.99	
001-0525-54700-00	Royce Kunkle	10/23 Mileage Reimbursement	11/14/2023	146.07	
Subtotal for Divison: 0525				146.07	
001-0550-51000-00	Select Advantage	10/23 - Dispatcher Assessment Services	11/14/2023	100.00	
001-0550-54000-00	Raymundo Martinez	Cell Phone Allowance	10/30/2023	30.00	
001-0550-54000-00	Cameron Lemaster	Cell Phone Allowance	10/30/2023	30.00	
001-0550-54000-00	Amanda Jennings	Cell Phone Allowance	10/30/2023	15.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0550-61000-00	Office Specialists, Inc.	Calendar	11/14/2023	26.51	
001-0550-67500-00	Midwest Uniform Supply, Inc	Shirts - BCarr	11/14/2023	103.72	
Subtotal for Division: 0550				305.23	
001-0605-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	73.44	
001-0605-54000-00	John Seitz	Cell Phone Allowance	10/30/2023	30.00	
001-0605-54000-00	Derek Perry	Cell Phone Allowance	10/30/2023	30.00	
001-0605-54000-00	Jennifer Moser	Cell Phone Allowance	10/30/2023	30.00	
001-0605-54000-00	Donald Brackett	Cell Phone Allowance	10/30/2023	30.00	
001-0605-54000-00	David Farrell	Cell Phone Allowance	10/30/2023	30.00	
001-0605-54000-00	Randy Hovind	Cell Phone Allowance	10/30/2023	30.00	
001-0605-54500-00	University of Illinois	Tuition - FF Harkey	11/14/2023	5,200.00	0000092541
001-0605-54500-00	Randy Hovind	Mileage -IFSI Graduation - Champaign IL - RHovind	11/14/2023	183.40	
001-0605-55700-00	Four Seasons Pest Control	10/23 Service	11/14/2023	20.00	
001-0605-55700-00	Hastings Air-Energy Control, Inc	PM Magnetic Drop	11/14/2023	125.00	
001-0605-55700-00	Four Seasons Pest Control	10/23 Service	11/14/2023	20.00	
001-0605-55700-00	Four Seasons Pest Control	10/23 Service	11/14/2023	20.00	
001-0605-55700-00	Hastings Air-Energy Control, Inc	Swapped Transmitters, Cleaned Magnet and Conical	11/14/2023	250.00	
001-0605-55700-00	Hastings Air-Energy Control, Inc	Replaced Lower/Mid Hose on Damaged Drop	11/14/2023	375.00	
001-0605-61000-00	Office Specialists, Inc.	Staples, Copy Paper	11/14/2023	55.30	
001-0605-62500-00	Mutual Wheel Co., Inc.	Connector #51	11/14/2023	28.94	
001-0605-62500-00	Napa Auto Parts	Hose #51	11/14/2023	369.50	
001-0605-65000-00	Office Specialists, Inc.	Fabric Softener	11/14/2023	29.28	
001-0605-65000-00	Office Specialists, Inc.	Oil Absorbant, Glass Cleaner	11/14/2023	102.58	
001-0605-65000-00	Office Specialists, Inc.	Urinal Screen	11/14/2023	36.13	
001-0605-65000-00	Office Specialists, Inc.	Paper Towels	11/14/2023	62.98	
001-0605-65000-00	Office Specialists, Inc.	Paper Towels	11/14/2023	40.30	
001-0605-66000-00	Hastings Air-Energy Control, Inc	Decal- Front Panel	11/14/2023	215.00	
001-0605-66000-00	Galesburg Electric, Inc.	Recycle Light Bulbs	11/14/2023	36.40	
001-0605-66000-00	Galesburg Electric, Inc.	Conduits, Straps, Couplings, Rings, Wires, Adhesive	11/14/2023	560.18	
001-0605-66500-00	Municipal Emergency Services, Inc	SCBA Cylinder	11/14/2023	1,387.00	
001-0605-67500-00	Ray O'Herron Co., Inc.	Soutaches - Honor Guard	11/14/2023	63.60	
001-0605-67500-00	Alexis Fire Equipment Co., Inc.	Extrication Gloves	11/14/2023	480.00	
001-0605-67500-00	Municipal Emergency Services, Inc	Hi-Vis Parka - ASpataro	11/14/2023	304.00	
001-0605-68500-00	Airgas Mid America Inc	Oxygen	11/14/2023	99.58	
Subtotal for Division: 0605				10,317.61	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 001				<u>28,542.72</u>	
011-0000-66000-00	Tazewell County Asphalt Co, Inc	Asphalt supply for 2023	11/14/2023	928.70	0000092326
Subtotal for Divison: 0000				<u>928.70</u>	
Subtotal for Fund 011				<u>928.70</u>	
013-0000-76000-00	Farnsworth Group, Inc.	Engineering/Architectural Services - Lancaster Park Renovations	11/14/2023	14,800.00	0000092503
Subtotal for Divison: 0000				<u>14,800.00</u>	
Subtotal for Fund 013				<u>14,800.00</u>	
014-0000-64500-00	Sherwin Williams Co.	Paint for Light Poles	11/14/2023	229.18	
Subtotal for Divison: 0000				<u>229.18</u>	
Subtotal for Fund 014				<u>229.18</u>	
016-0000-54000-00	Paul Vannaken	Cell Phone Allowance	10/30/2023	30.00	
016-0000-54000-00	Travis Smith	Cell Phone Allowance	10/30/2023	30.00	
016-0000-54000-00	Timothy Spitzer	Cell Phone Allowance	10/30/2023	30.00	
Subtotal for Divison: 0000				<u>90.00</u>	
Subtotal for Fund 016				<u>90.00</u>	
018-0000-62500-00	Nichols Diesel Service, Inc	Elbow #112	11/14/2023	76.33	
Subtotal for Divison: 0000				<u>76.33</u>	
Subtotal for Fund 018				<u>76.33</u>	
019-0000-20102-00	Stratus Networks, Inc	11/23 Stratus Acct# 7382	11/14/2023	308.01	
Subtotal for Divison: 0000				<u>308.01</u>	
019-1905-51500-00	WMOI - FM	10/23 Radio Ads	11/14/2023	260.00	
019-1905-54000-00	Angela Buchen	Cell Phone Allowance	10/30/2023	30.00	
019-1905-54000-00	Elizabeth Varner	Cell Phone Allowance	10/30/2023	30.00	
019-1905-59511-00	Galesburg Tourism Fund	Oct 23 - Tourism Agreement	11/14/2023	15,833.33	
Subtotal for Divison: 1905				<u>16,153.33</u>	
019-1910-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	63.65	

Account Number	Vendor	Description	Date	Amount	PO No
019-1910-55700-00	Four Seasons Pest Control	10/23 Service	11/14/2023	30.00	
019-1910-55700-00	Helm Mechanical / Helm Service	Repair of IT Room A/C	11/14/2023	127.00	
019-1910-66000-00	Galesburg Electric, Inc.	Light Bulbs	11/14/2023	119.00	
Subtotal for Division: 1910				339.65	
019-1911-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	176.25	
019-1911-55700-00	Four Seasons Pest Control	10/23 Service	11/14/2023	30.00	
019-1911-55700-00	Lockwood Excavating & Constructic	Repair storm drain for east sallyport ramp	11/14/2023	16,500.00	0000092572
019-1911-55700-00	Helm Mechanical / Helm Service	Repair of Heater	11/14/2023	254.00	
019-1911-57500-00	Aramark Uniform Serv. Inc.	10/23 Service	11/14/2023	26.70	
019-1911-57500-00	Aramark Uniform Serv. Inc.	10/23 Service	11/14/2023	26.70	
Subtotal for Division: 1911				17,013.65	
019-1915-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	181.15	
019-1915-54000-00	Michael Markley	Cell Phone Allowance	10/30/2023	30.00	
019-1915-54000-00	Aaron Young	Cell Phone Allowance	10/30/2023	30.00	
019-1915-54000-00	Jason Asbury	Cell Phone Allowance	10/30/2023	30.00	
019-1915-54000-00	Don Miles	Cell Phone Allowance	10/30/2023	30.00	
019-1915-55700-00	Knox County Landfill	10/23 Service Acct #122	10/30/2023	102.50	
019-1915-55700-00	Waste Management, Inc.	10/23 Service Cust ID# 63842-03000	11/14/2023	950.16	
019-1915-55700-00	Four Seasons Pest Control	11/23 Service	11/14/2023	40.00	
019-1915-55700-00	Four Seasons Pest Control	11/23 Service	11/14/2023	30.00	
019-1915-55700-00	J.P. Benbow, Inc.	Replaced Ejector Pump - Baseball Bathroom	11/14/2023	856.59	
019-1915-56000-00	Terry Allen, Inc	Peck Park - Toilet Rental - 1 Regular Unit 4/1/23-10/31/23.	11/14/2023	85.00	0000092358
019-1915-56000-00	Terry Allen, Inc	Bersie Williams Area - Toilet Rental - 1 Regular Unit 4/1/23-10/	11/14/2023	85.00	0000092358
019-1915-56000-00	Terry Allen, Inc	East Boat Ramp - Toilet Rental - 1 Regular Unit 1/1/23-12/31/23.	11/14/2023	60.00	0000092358
019-1915-57500-00	Aramark Uniform Serv. Inc.	10/23 Service	11/14/2023	67.66	
019-1915-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	11/14/2023	67.66	
019-1915-62500-00	Burns Trailer Sales	Axle #579A	11/14/2023	339.62	
019-1915-62500-00	Martin, Inc	Deflector #522	11/14/2023	16.89	
019-1915-62500-00	Martin, Inc	Rear Glass #515	11/14/2023	284.76	
019-1915-66000-00	Galesburg Electric, Inc.	Cases	11/14/2023	537.62	
019-1915-66000-00	Galesburg Builders Supply, Inc	CA-6 Stone	11/14/2023	390.06	
019-1915-66000-00	Galesburg Electric, Inc.	Light Bulbs, Recycle Light Bulbs, Tape	11/14/2023	350.46	
Subtotal for Division: 1915				4,565.13	
019-1920-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	58.75	
019-1920-54000-00	Bryan Luedtke	Cell Phone Allowance	10/30/2023	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
019-1920-55700-00	Four Seasons Pest Control	11/23 Service	11/14/2023	20.00	
019-1920-57500-00	Aramark Uniform Serv. Inc.	10/23 Service	11/14/2023	39.75	
019-1920-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	11/14/2023	39.75	
019-1920-61000-00	Office Specialists, Inc.	Toner, Calendar	11/14/2023	314.08	
019-1920-64125-00	Atlantic Coca-Cola	Misc Concessions	11/14/2023	212.72	
019-1920-64125-00	Boxcar Express	Misc Sandwiches	11/14/2023	2,317.25	
019-1920-64125-00	Atlantic Coca-Cola	Misc Concessions	11/14/2023	168.76	
019-1920-64125-00	Smithfield Direct, LLC	Misc Concessions	11/14/2023	42.90	
019-1920-64125-00	Butch's Pizza Inc.	Misc Pizzas	11/14/2023	27.50	
019-1920-65500-00	MTI Distributing, Inc	Headlight Assembly	11/14/2023	137.47	
019-1920-65500-00	M&M Golf Cars, LLC	LED Bulb	11/14/2023	29.95	
019-1920-66000-00	Faulks Bros. Construcion, Inc.	Non-Dried Lacon	11/14/2023	1,126.11	
019-1920-67500-00	Office Specialists, Inc.	Earplugs	11/14/2023	33.56	
Subtotal for Divison: 1920				4,598.55	
019-1925-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	112.61	
019-1925-56000-00	Terry Allen, Inc	Campground - Toilet Rental - 4 Regular Units 4/13/23-10/16/23. I	11/14/2023	160.00	0000092358
Subtotal for Divison: 1925				272.61	
019-1930-64000-00	Kay Park Recreation Corp.	2 paddle boats for Lake Storey Beach	11/14/2023	10,573.50	0000092547
019-1930-64125-00	Atlantic Coca-Cola	Misc Concessions	11/14/2023	54.81	
019-1930-64125-00	Atlantic Coca-Cola	Misc Concessions	11/14/2023	184.21	
019-1930-64125-00	Atlantic Coca-Cola	Misc Concessions	11/14/2023	70.62	
Subtotal for Divison: 1930				10,883.14	
019-1935-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	34.27	
019-1935-55700-00	Four Seasons Pest Control	11/23 Service	11/14/2023	35.00	
019-1935-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	11/14/2023	454.48	
019-1935-57500-00	Aramark Uniform Serv. Inc.	10/23 Service	11/14/2023	454.48	
Subtotal for Divison: 1935				978.23	
019-1940-51400-00	Scott Rasso	Fall 2023 - Teaching Ballroom Dance - 10 Couples	11/14/2023	165.00	
019-1940-64125-00	Atlantic Coca-Cola	Misc Concessions	11/14/2023	80.44	
Subtotal for Divison: 1940				245.44	
019-1945-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	19.58	
019-1945-55700-00	Four Seasons Pest Control	11/23 Service	11/14/2023	20.00	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 1945				39.58	
019-1950-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	876.37	
019-1950-55700-00	Four Seasons Pest Control	11/23 Service	11/14/2023	25.00	
Subtotal for Divison: 1950				901.37	
019-1955-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	2,203.15	
019-1955-55700-00	Four Seasons Pest Control	11/23 Service	11/14/2023	20.00	
Subtotal for Divison: 1955				2,223.15	
019-1960-55700-00	Four Seasons Pest Control	11/23 Service	11/14/2023	20.00	
Subtotal for Divison: 1960				20.00	
019-1965-51000-00	Lacky Monument Co.	Credit of Invoice #17468	10/31/2023	-200.00	
019-1965-51000-00	Lacky Monument Co.	Date of Passing - Kennedy	10/31/2023	200.00	
019-1965-51000-00	Lacky Monument Co.	Date of Passing - Hendrickson	11/14/2023	400.00	
019-1965-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	4.90	
019-1965-54000-00	Roger Darst	Cell Phone Allowance	10/30/2023	30.00	
019-1965-55700-00	Four Seasons Pest Control	10/23 Service	11/14/2023	20.00	
019-1965-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	11/14/2023	36.74	
019-1965-57500-00	Aramark Uniform Serv. Inc.	10/23 Service	11/14/2023	36.74	
019-1965-65500-00	Scott Equipment, LLC	Revolt Cable	11/14/2023	59.75	
019-1965-66000-00	Galesburg Electric, Inc.	Bridle Ring	11/14/2023	19.08	
Subtotal for Divison: 1965				607.21	
019-1975-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	4.90	
019-1975-54000-00	Cris Fones	Cell Phone Allowance	10/30/2023	30.00	
Subtotal for Divison: 1975				34.90	
Subtotal for Fund 019				59,183.95	
020-0000-55700-00	Howe Overhead Doors, Inc.	Serviced/Replaced Electrical Board, Photocell Eyes	11/14/2023	735.00	
020-0000-66000-00	Galesburg Electric, Inc.	INTRM P/C	11/14/2023	51.70	
Subtotal for Divison: 0000				786.70	
Subtotal for Fund 020				786.70	
023-0000-83100-00	Brad's Home Improvement LLC	Remove section of roof, Install Corning, Shingles	11/14/2023	4,500.00	
023-0000-83100-00	JB & D Siding & Windows Co Inc	Replace Roof - 1402 Monmouth Blvd	11/14/2023	4,500.00	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0000				9,000.00	
Subtotal for Fund 023				9,000.00	
024-0000-51000-00	Klingner & Associates, P.C. - Archit	CO#1 Professional Survey for Legal Description for TIF 6 Additio	11/14/2023	65.27	0000092462
024-0000-51000-00	Klingner & Associates, P.C. - Archit	Professional Survey for Legal Description for TIF 6	11/14/2023	9,238.00	0000092462
Subtotal for Divison: 0000				9,303.27	
Subtotal for Fund 024				9,303.27	
030-0000-20102-00	Stratus Networks, Inc	11/23 Stratus Acct# 7382	11/14/2023	131.10	
Subtotal for Divison: 0000				131.10	
030-0320-51500-00	WGIL/WAAG/WLSR, Inc.	10/23 Radio Ads	10/30/2023	250.00	
030-0320-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	16.16	
030-0320-55700-00	J F Ahern	Fire Alarm System Installation	10/30/2023	534.00	
030-0320-61000-00	Office Specialists, Inc.	Tape, Pens, Pencil, Correction Tapes, Hole Puncher	10/30/2023	157.30	
030-0320-62510-00	Herr Petroleum Corp	235 Gal Unleaded Ethanol	10/30/2023	675.62	0000092348
030-0320-62510-00	Herr Petroleum Corp	310.1 Gal Unleaded Ethanol	10/30/2023	900.52	0000092348
030-0320-62510-00	Herr Petroleum Corp	328.8 Gal Unleaded Ethanol	10/30/2023	931.65	0000092348
Subtotal for Divison: 0320				3,465.25	
030-0370-51500-00	WGIL/WAAG/WLSR, Inc.	10/23 Radio Ads	10/30/2023	250.00	
030-0370-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	37.70	
030-0370-54000-00	Kraig Boynton	Cell Phone Allowance	10/30/2023	30.00	
030-0370-55700-00	Galesburg Termite & Pest Control In	11/23 Service	11/14/2023	45.00	
030-0370-55700-00	J F Ahern	Fire Alarm System Installation	10/30/2023	534.00	
030-0370-55700-00	Bailey Excavating, Inc	Repair of Clogged Drain	10/30/2023	187.50	
030-0370-57500-00	Cintas, Inc	10/23 Service	10/30/2023	225.41	
030-0370-57500-00	Cintas, Inc	10/23 Service	10/30/2023	182.58	
030-0370-57500-00	Cintas, Inc	11/23 Service	11/14/2023	225.41	
030-0370-62500-00	Gillig	Fuel Gauge	10/30/2023	112.26	
030-0370-62500-00	Gillig	Gas Assembly	10/30/2023	169.25	
030-0370-62500-00	O'Reilly Auto Parts	Oil Pan Gasket	11/14/2023	34.94	
030-0370-62500-00	Napa Auto Parts	Tie Rods, Shocks	11/14/2023	834.37	
030-0370-62500-00	Gillig	Short Connection	10/30/2023	5.06	
030-0370-62500-00	Gillig	Air Pressure Regulator, Brake Valve	10/30/2023	273.57	
030-0370-62500-00	Cummins Sale & Service	Pressure Switch	10/30/2023	19.19	

Account Number	Vendor	Description	Date	Amount	PO No
030-0370-62500-00	Gillig	Stop Button	11/14/2023	8.56	
030-0370-65500-00	Lock & Key Shop LLC	Keys	11/14/2023	21.00	
Subtotal for Division: 0370				3,195.80	
Subtotal for Fund 030				6,792.15	
058-0000-51000-00	US Sterling Capital Corp., Inc.	Truxton Trust Company	11/14/2023	240.66	
058-0000-51000-00	US Sterling Capital Corp., Inc.	Flatwater Bank	11/14/2023	240.66	
058-0000-71000-00	Alexis Fire Equipment Co., Inc.	2023 Spartan Pumper Apparatus #51	11/14/2023	269,763.00	0000092472
Subtotal for Division: 0000				270,244.32	
Subtotal for Fund 058				270,244.32	
061-0000-10704-00	Sebis Postage	11/23 Postage for UB Bills	11/14/2023	7,500.00	
061-0000-20101-00	CUSTOM FIBERGLASS OF ILLIN	Refund Check 020392-000, 875 ENTERPRISE AVE	11/07/2023	17.46	
061-0000-20101-00	KHRISTA TOWLE	Refund Check 062370-000, 1077 HAWKINSON AVE 7	11/07/2023	126.78	
061-0000-20101-00	EILEEN CASTRO	Refund Check 058651-000, 945 DAYTON DR 8	11/07/2023	48.54	
061-0000-20101-00	SHAWN SHEA	Refund Check 007185-024, 826 E SECOND ST	11/08/2023	74.06	
061-0000-20101-00	JACQUELINE MCGRUDER	Refund Check 022210-001, 367 MARMAC DR	11/01/2023	12.21	
061-0000-20101-00	CASSANDRA FIGLE	Refund Check 064968-000, 1139 MONROE ST	11/08/2023	45.55	
061-0000-20101-00	JESSIE WEAVER-HART	Refund Check 066471-000, 1312 RONA DR	11/08/2023	87.53	
061-0000-20101-00	CAROL CASTILLO	Refund Check 018381-002, 145 SILVER ST	11/09/2023	107.56	
061-0000-20101-00	ELY FAIR	Refund Check 065620-000, 914 E LOSEY ST	11/08/2023	31.79	
061-0000-20101-00	GHS	Refund Check 013976-003, 1135 W FREMONT ST-METER 6	11/07/2023	27.04	
061-0000-20101-00	ARTHUR PITSONBARGER SR	Refund Check 062309-000, 1592 N BROAD ST	11/01/2023	119.50	
061-0000-20101-00	SHIRLEY JACOBSON ESTATE	Refund Check 011867-000, 1232 N WEST ST	11/07/2023	51.33	
061-0000-20101-00	KATHEY HELTON	Refund Check 022547-008, 59 GARFIELD AVE	11/01/2023	91.50	
061-0000-20101-00	ARTHUR HARRISON	Refund Check 012960-000, 1676 JEFFERSON ST	11/07/2023	61.71	
061-0000-20101-00	HAROLD GRIFFITH	Refund Check 006321-001, 805 COLUMBUS AVE	11/08/2023	112.70	
061-0000-20101-00	SHEILA LOGAN	Refund Check 054489-000, 1312 SAINT ANDREWS RD	11/01/2023	54.95	
061-0000-20101-00	AMANDA MINES	Refund Check 034818-001, 893 N PRAIRIE ST 3	11/08/2023	67.62	
061-0000-20101-00	MICHAELA GRUWELL	Refund Check 057889-000, 475 N SEMINARY ST	11/08/2023	89.03	
061-0000-20101-00	NICOLE CHANSLER	Refund Check 054600-000, 25 CHESTNUT ST	11/01/2023	18.50	
061-0000-20101-00	CANDACE FONES	Refund Check 065710-000, 1370 W NORTH ST	11/01/2023	69.01	
061-0000-20101-00	KCHA	Refund Check 018955-261, 1529 MCKNIGHT ST	11/07/2023	13.52	
061-0000-20101-00	GLENN BUSSE	Refund Check 015202-000, 114 N ARTHUR AVE	11/07/2023	2.78	
061-0000-20101-00	KCHA	Refund Check 018955-259, 1550 MCKNIGHT ST	11/07/2023	1.39	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	GLENN BUSSE	Refund Check 015202-000, 114 N ARTHUR AVE	11/07/2023	2.40	
061-0000-20101-00	JOHN PRITCHARD	Refund Check 006076-001, 345 PARK LANE DR	11/07/2023	3.61	
061-0000-20101-00	MARK TERPENING	Refund Check 065621-000, 1231 WILLARD ST	11/08/2023	115.53	
061-0000-20101-00	TIELER JACKSON	Refund Check 063292-000, 2058 MCMASTERS AVE	11/08/2023	64.20	
061-0000-20101-00	MATTHEW ROGAN	Refund Check 066545-008, 721 MULBERRY ST	11/08/2023	148.29	
061-0000-20101-00	LINDA ASBURY	Refund Check 018950-073, 105 BLAINE AVE LOWER	11/07/2023	72.84	
061-0000-20101-00	LAMBERTO GUEL-MAURICIO	Refund Check 047389-000, 628 E GROVE ST	11/08/2023	15.18	
061-0000-20101-00	DOUGLAS MILLER	Refund Check 007645-001, 140 FULTON ST	11/01/2023	63.34	
061-0000-20101-00	ROBERT LONG	Refund Check 058394-004, 59 HIGHLAND AVE	11/08/2023	148.29	
061-0000-20101-00	BETTY BURNS	Refund Check 060109-000, 2098 W LOSEY ST	11/01/2023	49.33	
061-0000-20101-00	KEHOE EYECARE	Refund Check 005026-000, 261 N BROAD ST 4L PLAZA #31	11/08/2023	10.26	
061-0000-20101-00	GREGORY KESSLER	Refund Check 060225-000, 1084 CLARK ST	11/08/2023	81.52	
061-0000-20101-00	SUSAN PENHOLLOW	Refund Check 054598-000, 1093 GARDEN LN	11/07/2023	79.54	
061-0000-20101-00	RONALD EARP	Refund Check 025317-005, 816 S PEARL ST	11/01/2023	108.94	
061-0000-20101-00	SHERRY KITCH	Refund Check 012803-001, 1319 WILLARD ST	11/07/2023	60.33	
061-0000-20101-00	SCOTT LA BEE	Refund Check 020202-002, 930 S CEDAR ST	11/09/2023	61.12	
061-0000-20101-00	HARRY DEHAVEN	Refund Check 016523-002, 586 KENWICK DR	11/01/2023	73.94	
061-0000-20101-00	INNER WISDOM	Refund Check 050002-000, 44 N SEMINARY ST 2	11/08/2023	51.22	
061-0000-20101-00	TERESA INNESS	Refund Check 048031-023, 48 S IVAN AVE	11/08/2023	139.73	
061-0000-20101-00	DONALD REMER	Refund Check 021148-003, 915 S WHITESBORO ST	11/08/2023	49.52	
061-0000-20101-00	BONNIE HARRIS	Refund Check 007110-033, 1065 MAPLE AVE	11/07/2023	51.33	
061-0000-20101-00	CAROL ISACKSEN	Refund Check 054442-000, 2159 SANDEEP DR	11/01/2023	54.33	
061-0000-20101-00	JAMES GARDUAH	Refund Check 064221-000, 1177 N CEDAR ST	11/01/2023	66.50	
061-0000-20101-00	NANCY LINE	Refund Check 016631-003, 1151 WOODBINE CR WEST	11/07/2023	41.33	
061-0000-20101-00	JEREMIAH WHITING	Refund Check 063218-000, 1390 FLORENCE AVE	11/08/2023	48.38	
061-0000-20101-00	CATHERINE NICHOLS	Refund Check 008446-000, 916 FLORENCE AVE	11/07/2023	30.16	
061-0000-20101-00	BONNIE WADHAMS	Refund Check 064180-000, 1585 BRIDGE AVE	11/08/2023	64.79	
061-0000-20101-00	MICHAEL HENRY	Refund Check 006823-001, 207 WALNUT AVE	11/07/2023	101.51	
061-0000-20101-00	STEPHEN FITZGERALD	Refund Check 051592-000, 333 COUNTRY ELMS EST	11/07/2023	65.04	
061-0000-20101-00	ARTHUR PITSONBARGER SR	Refund Check 062309-000, 1592 N BROAD ST	11/01/2023	2.84	
061-0000-20101-00	MATTHEW GIVAN	Refund Check 058617-000, 1054 FRANK ST	11/07/2023	58.50	
061-0000-20101-00	ABSALOM LEWIS	Refund Check 012719-001, 1360 RONA DR	11/01/2023	37.83	
061-0000-20101-00	KATHERINE SCOTT	Refund Check 062699-000, 113 N ARTHUR AVE	11/01/2023	27.06	
061-0000-20101-00	JOHN PECK	Refund Check 054304-000, 201 BLAINE AVE	11/01/2023	70.38	
061-0000-20101-00	TRENT PEDIGO	Refund Check 053236-000, 1007 E NORTH ST	11/01/2023	123.41	
061-0000-20101-00	SUNDAE FUNDAE, LLC	Refund Check 053666-007, 1595 W MAIN ST	11/01/2023	26.21	
061-0000-20101-00	SHOE CARNIVAL	Refund Check 056082-000, 2474 VETERANS DR	11/07/2023	34.21	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20102-00	Stratus Networks, Inc	11/23 Stratus Acct# 7382	11/14/2023	126.75	
061-0000-51000-00	Great Eastern Mgmt., Inc.	Premier Bank	11/14/2023	241.32	
061-0000-51000-00	Knox County Records Office	10/23 Laredo	11/14/2023	26.00	
061-0000-51000-00	Pace Analytical Services LLC	Water Testing	11/14/2023	412.00	
061-0000-51000-00	ARMARC/MunicipalH20	MONTHLY MAINTENANCE FEE	11/14/2023	350.00	0000092423
061-0000-51000-00	SpringbrookSoftware LLC	10/23 CivicPay PayPal Transaction Fee	11/14/2023	174.50	
061-0000-51000-00	Donohue & Associates, Inc	2023 CONSULTING SERVICES AGREEMENT FOR SCADA MAI	11/14/2023	967.50	0000092417
061-0000-52000-00	American Electric Power	10/23 Service	10/30/2023	6,896.87	
061-0000-52500-00	Galesburg Sanitary Dist.	10/23 Service	10/30/2023	24.48	
061-0000-54000-00	Michael Mackey	Cell Phone Allowance	10/30/2023	30.00	
061-0000-54000-00	Timothy Fey	Cell Phone Allowance	10/30/2023	30.00	
061-0000-54000-00	Jerami Brown	Cell Phone Allowance	10/30/2023	30.00	
061-0000-54000-00	Mark Schwieter	Cell Phone Allowance	10/30/2023	30.00	
061-0000-54000-00	Shelby Schwieter	Cell Phone Allowance	10/30/2023	30.00	
061-0000-55500-00	Altorfer Inc.	2023 OCTOBER - MAINTENANCE ON FOUR GENERATORS	11/14/2023	1,359.00	0000092471
061-0000-55500-00	Altorfer Inc.	2023 OCTOBER - MAINTENANCE ON FOUR GENERATORS	11/14/2023	1,879.00	0000092471
061-0000-55500-00	Altorfer Inc.	2023 OCTOBER - MAINTENANCE ON FOUR GENERATORS	11/14/2023	1,309.00	0000092471
061-0000-55700-00	Four Seasons Pest Control	10/23 Service	11/14/2023	55.00	
061-0000-55700-00	Four Seasons Pest Control	08/23 Service	11/14/2023	5.00	
061-0000-55700-00	Royal Cleaning Services	11/23 Janitorial Services	11/14/2023	510.00	
061-0000-55700-00	Four Seasons Pest Control	08/23 Service	11/14/2023	55.00	
061-0000-61000-00	Office Specialists, Inc.	Calendar Refill	11/14/2023	23.75	
061-0000-66000-00	Galesburg Builders Supply, Inc	Permier Cold Mix	11/14/2023	472.75	
061-0000-66000-00	Core & Main	Coupling	11/14/2023	695.31	
061-0000-66000-00	Core & Main	3/4" STRT BALL BURB CTS, MINN TOP, CTS X CTS (MUELLEI	11/14/2023	1,429.82	0000092554
061-0000-66000-00	Roanoke Concrete Products Co	PORTLAND CEMENT CONCRETE, CL SI - DELIVERED	11/14/2023	276.88	0000092338
061-0000-66000-00	Roanoke Concrete Products Co	CONTROLLED LOW STRENGTH MATERIAL (CLSM) - DELIVE	11/14/2023	534.00	0000092338
061-0000-66500-00	Drake Scruggs Equipment, Inc	Service Body for Unit #164	11/14/2023	23,498.00	0000092139
061-0000-66700-00	Core & Main	Misc Meter Supplies	11/14/2023	3,780.00	
061-0000-66700-00	Core & Main	Return of Misc Meter Supplies	11/14/2023	-3,780.00	
061-0000-68500-00	IDEXX Distribution Inc.	Misc Chemicals	11/14/2023	1,723.82	
061-0000-68500-00	IDEXX Distribution Inc.	Misc Chemicals	11/14/2023	1,096.42	
Subtotal for Division: 0000				55,427.17	
Subtotal for Fund 061				55,427.17	
067-0000-20101-00	GLENN BUSSE	Refund Check 015202-000, 114 N ARTHUR AVE	11/07/2023	2.43	

Account Number	Vendor	Description	Date	Amount	PO No
067-0000-20101-00	TRENT PEDIGO	Refund Check 053236-000, 1007 E NORTH ST	11/01/2023	4.86	
067-0000-20101-00	ARTHUR PITSONBARGER SR	Refund Check 062309-000, 1592 N BROAD ST	11/01/2023	4.05	
067-0000-51000-00	SpringbrookSoftware LLC	10/23 CivicPay PayPad Transaction Fee	11/14/2023	87.25	
067-0000-51000-00	Knox County Records Office	10/23 Laredo	11/14/2023	26.00	
067-0000-56000-00	Terry Allen, Inc	Pickard Road - Toilet Rental - 1 Regular Unit 3/17/23-11/19/23.	11/14/2023	85.00	0000092358
067-0000-59502-00	Waste Management, Inc.	10/23 Service Customer ID# 5-33430-33004	10/30/2023	195,740.92	
Subtotal for Division: 0000				195,950.51	
Subtotal for Fund 067				195,950.51	
078-0000-56535-00	Midwest Orthopaedic Center	Workers Comp - DOS - 10/19/23 Patient # 157786	11/14/2023	101.52	
078-0000-56535-00	OSF Occupational Medicine	Workers Comp DOS 10/18/23 Pat Acct # 0018804900	11/14/2023	254.92	
078-0000-56535-00	OSF St. Mary Medical Center	Workers Comp DOS 09/22/23 Pat Acct# P538263470	11/14/2023	201.83	
078-0000-56535-00	OSF Medical Group, Inc.	Workers Comp - Pat Acct# P537780780	11/14/2023	192.48	
078-0000-56535-00	OSF Occupational Medicine	Workers Comp DOS 10/16/23 Pat Acct# 0018804700	11/14/2023	239.91	
078-0000-56535-00	OSF Occupational Medicine	Workers Comp DOS 10/18/23 Acct Pat# 0018804800	11/14/2023	114.52	
078-0000-56535-00	Central IL Radiological Assoc	Workers Comp - DOS 10/05/23 - Pat Act # 252006478056	11/14/2023	52.56	
078-0000-56535-00	OSF Occupational Medicine	Workers Comp DOS 10/31/23 Pat Acct #0018838700	11/14/2023	101.52	
078-0000-56535-00	OSF Occupational Medicine	Workers Comp DOS 10/23/23 Pat Acct# 0018838600	11/14/2023	101.52	
Subtotal for Division: 0000				1,360.78	
Subtotal for Fund 078				1,360.78	
091-0000-20101-00	TRENT PEDIGO	Refund Check 053236-000, 1007 E NORTH ST	11/01/2023	2.00	
091-0000-20102-00	Galesburg Sanitary Dist.	11/23 Service - Less 3% Collection Fee	11/14/2023	-20,313.68	
091-0000-20102-00	Galesburg Sanitary Dist.	08/23 & 09/23 Lien & Collection Fees	11/14/2023	-360.05	
091-0000-20102-00	Galesburg Sanitary Dist.	08/23 & 09/23 Postage for Liens	11/14/2023	-9.68	
091-0000-20102-00	Galesburg Sanitary Dist.	10/23 Credit Card Processing Fees	11/14/2023	-2,859.17	
091-0000-22003-00	Galesburg Sanitary Dist.	11/23 Service	11/14/2023	677,122.69	
Subtotal for Division: 0000				653,582.11	
Subtotal for Fund 091				653,582.11	
Report Total:				1,306,297.89	

Advance Checks and ACH Payments as of 11/14/2023

Check Date	Check #	Vendor Name	Description	Account #	Amount
11/2/2023	0	Bella Vida Hair Studio LLC	Minority/ Woman owned Busines Startup incentive	054-0000-83100	4,825.07
11/2/2023	0	Chever Harkey	Meals - IFSI Academy WK 9 - Champaign IL - C Harkey	001-0000-10706	155.00
11/2/2023	0	Computershare	GALE1011CGOT Paying Agent Fee	046-0000-51000	250.00
11/2/2023	0	Computershare	GALE1013AGO Paying Agent Fee	047-0000-51000	750.00
11/2/2023	0	Illinois Department of Revenue	09/23 Sales Tax	019-1920-84000	1,779.00
11/2/2023	0	Illinois Department of Revenue	09/23 Sales Tax	019-1925-84000	65.00
11/2/2023	0	Illinois Department of Revenue	09/23 Sales Tax	019-1930-84000	10.00
11/2/2023	0	Illinois Department of Revenue	09/23 Sales Tax	019-1940-84000	16.00
11/2/2023	0	Illinois Department of Revenue	09/23 Sales Tax	019-1950-84000	147.00
11/2/2023	98762	Illinois Secretary of State	Vehicle Registration	030-0370-51000	178.00
11/2/2023	4078	J W Summy Contracting Corp.	DCEO RLF at 236 Columbus Ave	013-0000-83100	3,000.00
11/2/2023	4078	J W Summy Contracting Corp.	DCEO RLF at 104 S Arthur Ave	013-0000-83100	4,340.00
11/2/2023	4078	J W Summy Contracting Corp.	DCEO RLF at 460 E Losey St	013-0000-83100	17,300.00
11/2/2023	4078	J W Summy Contracting Corp.	DCEO RLF at 858 Liberty St	013-0000-83100	6,350.00
11/2/2023	98763	Knox County Recorders Office	Release 6 Property Maint Liens	001-0160-51300	75.00
11/2/2023	98763	Knox County Recorders Office	File 97 Weed/Trash/Demo Liens	001-0160-51300	750.00
11/2/2023	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
11/3/2023	0	Ben Caruana	non safety toe boots	001-0605-67500	106.40
11/3/2023	0	Kyle McGee	non safety toe boots	001-0605-67500	103.95
11/8/2023	0	Bluefin Payment Systems	10/23 Pay Pad processing fees	001-0115-51000	98.60
11/8/2023	0	Bluefin Payment Systems	10/23 Pay Pad processing fees	001-0306-51000	8.32
11/8/2023	0	Bluefin Payment Systems	10/23 Pay Pad processing fees	001-0410-51000	8.32
11/8/2023	0	Bluefin Payment Systems	10/23 UB webpayment credit card processing fees	061-0000-51000	3,548.05
11/8/2023	0	Bluefin Payment Systems	10/23 Pay Pad processing fees	061-0000-51000	1,152.94
11/8/2023	0	Bluefin Payment Systems	10/23 Pay Pad processing fees	067-0000-51000	576.49
11/8/2023	0	Bluefin Payment Systems	10/23 UB webpayment credit card processing fees	067-0000-51000	1,774.02
11/8/2023	0	Cardconnect	10/23 Card Connect credit card fees	019-1905-51000	315.78
11/8/2023	0	Cardconnect	10/23 Card Connect credit card fees	019-1925-51000	180.96
11/8/2023	0	Cardconnect	10/23 Card Connect credit card fees	019-1935-51000	70.48
11/8/2023	0	Cardconnect	10/23 Card Connect credit card fees	019-1945-51000	99.02
11/8/2023	0	Cardconnect	10/23 Card Connect credit card fees	019-1950-51000	4.35
11/8/2023	0	Cardconnect	10/23 Card Connect credit card fees	019-1950-51000	89.86
11/8/2023	0	Cardconnect	10/23 Card Connect credit card fees	051-0000-51000	12.55
11/8/2023	0	Farmers & Mechanics Bank	10/23 F&M Bank Trust Fees	001-0205-51000	81.33
11/8/2023	0	Farmers & Mechanics Bank	10/23 F&M Bank Trust Fees	019-1905-51000	4.11
11/8/2023	0	Farmers & Mechanics Bank	10/23 F&M Bank Trust Fees	052-0000-51000	164.10
11/8/2023	0	Farmers & Mechanics Bank	10/23 F&M Bank Trust Fees	058-0000-51000	20.69
11/8/2023	0	Farmers & Mechanics Bank	10/23 F&M Bank Trust Fees	061-0000-51000	20.69
11/8/2023	0	Farmers & Mechanics Bank	10/23 F&M Bank Trust Fees	078-0000-51000	39.83

11/8/2023	0	UMB Bank, N.A.	RFDG BDS SRS 2017 Matured Bonds	061-0000-25509	470,000.00
11/8/2023	0	UMB Bank, N.A.	RFDG BDS SRS 2017 Retistered Interest	061-0000-87300	122,140.63
11/8/2023	0	Wells Fargo Merchant Services	10/23 Credit Card Fees	019-1920-51000	1,445.60
11/9/2023	0	Chever Harkey	Meals - IFSI Academy WK 10 - Champaign IL- CHarkey	001-0000-10706	155.00
11/9/2023	0	Flexible Benefit Service LLC	10/23 Service	001-0120-56506	75.00
11/9/2023	4081	Ian Warfield	Food Allowance - CDBG RLF - 460 E Losey St	013-0000-83100	234.55
11/9/2023	0	Illinois Municipal League Risk Management Assoc.	2024 IML RMA Property/Liability Insurance Package	078-0000-10701	457,892.82
11/9/2023	0	James Hartshorn	11/02 - Officiating VBall - 3 Games	019-1940-51400	75.00
11/9/2023	0	Jonna Lee	Minority/ Woman owned Busines Startup incentive	054-0000-83100	400.00
11/9/2023	98836	Knox County Records Office	Subdivision Plat	001-0160-51000	120.00
11/9/2023	0	Mike Hines	11/02 - Officiating VBall - 3 Games	019-1940-51400	75.00
11/9/2023	0	Richard Neal	Reimbursement - HyVee- Prescriptions	078-0000-56535	80.97
11/9/2023	4079	Rihan Hotels LLC	Temporary Lead Safe Housing - CDBG RLF - 460 E Losey St	013-0000-83100	1,800.00
11/9/2023	4080	University of Illinois	DCEO Lead BP- Administrative Costs	013-0000-83100	651.97
11/9/2023	0	Vibrant Life Coaching LLC	Minority/ Woman owned Busines Startup incentive	054-0000-83100	3,025.05
Grand Total					\$ 1,107,142.50

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 6, 2023**

AGENDA ITEM: Ordinance amending Special Service Area Number One to extend \$1.50 levy an additional ten years.

SUMMARY RECOMMENDATION: The Interim City Manager and Director of Community Development recommend the City Council approve the ordinance.

BACKGROUND: On January 20, 1975, the City Council approved Special Ordinance No. 75-4 which created Special Service Area Number One. The purpose of this was to provide a funding mechanism for needed improvements in the “Downtown”. The special ordinance authorized the levy of two taxes, the first tax was for the payment of principal and interest for a bond issue in the amount of \$1,060,000. The funds from the bond issue helped to pay for the various capital improvements in the “Downtown” area, such as lighting, landscaping, etc. Repayment was established with final payment being in the City’s 1994-95 fiscal year. A tax rate was established each year in an amount to assure bond repayments were covered, with the final levy having been in 1993, for taxes payable in 1994. The yearly levy ranged from \$1.40 to \$1.70 per \$100 of equalized assessed value.

The second tax levy which was established in Special Ordinance No. 75-4 was for a flat rate of \$1.00 per \$100 of equalized assessed value. Monies generated from this levy are utilized to pay maintenance services in the “Downtown” area. This levy continues on a yearly basis until the City Council decides to change this. The amount generated from this levy is not sufficient to cover the amount needed for maintenance in the “Downtown” area. Furthermore, the \$1.00 levy does not provide for payment of operational expenses other than maintenance services.

In an effort to resolve these problems, when the bonds were paid off in 1994, the Downtown Council requested and the City Council approved, a new tax to replace the “bond” tax for a ten-year period. This was a yearly tax levy of \$1.50 per \$100 of equalized assessed value. The Downtown Council utilized funds from this levy to cover a variety of expenses including administrative, maintenance, other operational costs, as well as capital improvements (e.g. façade grants). This tax expired with the 2003 levy, payable 2004.

In 2003 a ten-year extension was requested by the Downtown Council and approved by the City Council. This extension expired with the 2013 levy, payable in 2014. A third ten-year extension was requested and approved in 2013 and this extension will expire with the 2023 levy, payable 2024.

The Downtown Council has requested the City Council consider another ten-year extension of the \$1.50 tax.

An ordinance proposing an amendment to Special Service Area Number One and setting a date and time for a Public Hearing was approved by the City Council on June 19, 2023. A notice was published in a local newspaper on July 30, 2023 and a notice was mailed to all owners within the Special Service Area on August 7, 2023 stating the date and time of the public hearing. The Public Hearing was held on August 21, 2023. Following the Public Hearing there was a 60 day period where no action may be taken to allow any objectors to file a petition opposing the amendment and that time has now expired and no petitions were submitted.

The next step in the process is City Council consideration of the attached ordinance which would amend Special Service Area Number One. The amendment would extend the current tax of one and a half percent of the equalized assessed value (\$1.50) for a ten year period commencing with the 2024 tax levy, payable 2025. The funds generated from this tax could be utilized for expenditures such as maintenance service, administrative activities, operational costs and capital improvements, all of which must be accomplished within the boundaries of Special Service Area Number One.

BUDGET IMPACT: There would be no impact on the City's budget. The property owners in the Special Service Area would continue to the current \$1.50 property tax rate to assist in funding the Downtown Council operation.

SUPPORTING DOCUMENTS:

1. Ordinance amending Special Service Area Number One
2. Correspondence from Galesburg Downtown Council
3. Location Map.
4. Copy of legal notice
5. Copy of notice to property owners
6. Minutes of August 21, 2023 public hearing

SPECIAL ORDINANCE NO. _____

**AN ORDINANCE AMENDING CITY OF GALESBURG
SPECIAL SERVICE AREA NUMBER ONE**

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GALESBURG,
KNOX COUNTY, ILLINOIS:**

SECTION ONE: Authority. Special Service Area Number One was established pursuant to the provisions of Article VII, Sections 6 (a) and 6 (l) of the Constitution of the State of Illinois and pursuant to the applicable Illinois Statute, now known as the Special Service Area Tax Law (35 ILCS 200/27).

SECTION TWO: Findings. This City Council FINDS:

- A. Special Service Area Number One was previously created by the Galesburg City Council, pursuant to Ordinance No. 75-4 passed January 20, 1975, and as amended by Ordinance No. 76-63 passed March 15, 1976, Ordinance No. 92-415 passed May 4, 1992, Ordinance No. 03-501 passed May 5, 2003, and Ordinance 13-547 passed November 18, 2013 for the area hereinafter described.
- B. The question of the amendment of Special Service Area Number One is considered by the City Council pursuant to Special Ordinance No. 23-618, entitled: "An Ordinance Proposing the Amendment of Special Service Area Number One in the City of Galesburg and Providing for a Public Hearing and Other Procedures in Connection Therewith", passed and approved June 19, 2023, and is considered pursuant to a hearing held on August 21, 2023, by the City Council pursuant to Notice duly published in the Galesburg Register-Mail, July 30, 2023, a newspaper published in the City of Galesburg, at least fifteen (15) days prior to the hearing and pursuant to Notice by mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land laying within the special service area. Said Notice was given by depositing said Notice in the United States mail not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the said Notice was sent to the person last listed on the tax rolls prior to the year as the owner of said property. A Certificate of Publication of said Notice and an Affidavit of Mailing of said Notice are attached to this Ordinance as Exhibits 1 and 2. Said Notices confirmed in all respects to the requirements of Section 27-30 of said Special Service Area Tax Law.
- C. A public hearing on the question set forth in the Notice was held on August 21, 2023. All interested persons were given an opportunity to be heard on the questions of the amending of the special service area and on the question of

increasing an annual tax for provision of special municipal services to the special service area to cover services in connection with maintenance of property in the special service area, administrative activities for the special service area, other operational costs associated with the special service area and needed capital improvements as set forth in the notice. Final adjournment of the Public Hearing was declared at 5:26 pm on August 21, 2023.

- D. After considering the data presented at the public hearing, the City Council finds that it is in the public interest of the citizens of the city of Galesburg and in the interest of the City of Galesburg Special Service Area Number One that said special service area, as hereinafter described, be amended.
- E. Said area is compact and contiguous and constitutes a principal shopping area of the City of Galesburg.
- F. It is in the best interests of said special service area that the furnishing of the municipal services proposed by construed for the common interests of said area.
- G. Said area is zoned for commercial purposes and will benefit specially from municipal services proposed to be provided. The proposed municipal services are unique and in addition to the municipal services provided to the City of Galesburg Services.

SECTION THREE: City of Galesburg Special Service Area Number One Boundaries.

The Special Service Area Number One is hereby described as follows:

Blocks 15, 16, 17, 18, 19, 24, 25, 26, 27, and 28; in North 198 feet of Block 29; the North 102 feet of Block 30; the North 198 feet of Blocks 31, 32, and 33; the South 66 feet of the West 132 feet, and all of the rest of Block 62 laying Northerly of the railroad spur track know as the Brown Factory Switch Track; the South 313.5 feet of the West 330 feet and the South 280.5 feet of the East 231 feet of Block 63; all in the City of Galesburg, Knox County Illinois.

The approximate street location is within the area bounded as follows: Commencing at the center point of the intersection of North Cedar Street and West Ferris Street, thence South along the center line of Cedar Street to a point approximately on-half block South of West Simmons Street, thence East to the center line of Seminary Street, thence South to the North line of Mulberry Street, thence East 132 feet, thence in a Northeasterly direction along the railroad spur track known as the Brown Factory Switch Track to the center line of South Chambers Street, thence North on Chambers Street to a point 280.5 feet North of Main Street, thence Westerly 264 feet, thence Northerly 33 feet, thence Westerly 330 feet to a point on the east line of North Seminary Street 313.5 feet North of Easy Main Street, thence North 33 feet to the center line of East Ferris

Street along the East line of North Seminary Street, thence West along the center line of Ferris Street to the point of beginning.

SECTION FOUR: Permanent tax index numbers.

The permanent tax index numbers of all parcels located within the Special Service Area Number One are as follows:

9910457004	9910483018	9910487021	9914101008	9915203018	9915226027	9915229004	9915230030
9910460001	9910483019	9910487022	9914101010	9915203019	9915226028	9915229005	9915230032
9910460002	9910483020	9910487023	9914101012	9915203020	9915226029	9915229007	9915230033
9910460003	9910483021	9910487024	9914101030	9915203021	9915227005	9915229008	9915231001
9910460004	9910483022	9910487026	9914101031	9915205001	9915227006	9915229009	9915231002
9910460016	9910483023	9910487027	9914101032	9915206001	9915227007	9915229010	9915231004
9910479000	9910483024	9910487028	9914101034	9915206002	9915227012	9915229020	9915231006
9910479003	9910483025	9911351034	9914101035	9915226001	9915227016	9915229022	9915231015
9910479005	9910487001	9911351036	9914101036	9915226002	9915227018	9915229023	9915231018
9910479006	9910487002	9911351037	9915202003	9915226003	9915227020	9915229024	9915231019
9910479016	9910487003	9911351038	9915202004	9915226004	9915228004	9915229025	9915232001
9910479021	9910487004	9911351039	9915202013	9915226005	9915228005	9915229026	9915232005
9910479022	9910487005	9911351066	9915202016	9915226008	9915228006	9915229027	9915232010
9910479024	9910487006	9911351073	9915202018	9915226012	9915228007	9915229028	9915232016
9910479025	9910487007	9911351077	9915202021	9915226013	9915228008	9915230001	9915232020
9910479027	9910487009	9911351078	9915202022	9915226014	9915228009	9915230007	9915232021
9910479028	9910487010	9914101001	9915203001	9915226022	9915228010	9915230009	9915232033
9910483014	9910487014	9914101002	9915203008	9915226023	9915228011	9915230013	9915232034
9910483015	9910487015	9914101005	9915203013	9915226024	9915228014	9915230014	
9910483016	9910487019	9914101006	9915203016	9915226025	9915228020	9915230025	
9910483017	9910487020	9914101007	9915203017	9915226026	9915228021	9915230028	

SECTION FIVE: Purpose of Area. The purpose of the amendment to the City of Galesburg Special Service Area Number One, in general, is to continue to provide special municipal services to the areas, including, but not limited to, maintenance of property in the special service area, administrative activities for the special service area, other operational costs associated with the special service area and needed capital improvements as set forth in the notice. Annual taxes may be levied for special maintenance services on property in the said Special Service Area Number One for said special service area in addition to the existing taxes, already established under Ordinance No 75-4, as amended by Ordinance No. 76-63 and in addition to all other City taxes, provided that the additional special annual tax shall be limited so that the total of said tax does not exceed one and one half percent (1 ½ %) of assessed valuation as equalized. Said tax shall be levied for a period not to exceed (10) years, commencing with the 2024 tax levy.

(Signature page follows)

SECTION SIX: Effective Date. This Ordinance shall be in full force and effect from its passage, approval and publication as required by law.

Approved this ____ day of _____, 2023 by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

150 S. Main Street
Galesburg, IL 61401

<https://galesburgdowntownc.wixsite.com/ip-law-firm>
galesburgdowntowncouncil@gmail.com



Galesburg Downtown Council

April 19, 2023

Mr. Gerald Smith
City Manager
City of Galesburg
55 West Tompkins Street
Galesburg, IL 61401

Dear Mr. Smith:

On behalf of the Board of Directors of the Galesburg Downtown Council) please let this letter serve as the formal request to amend the current Special Service Area (SSA) Number One as per the Board's recommendation,

While no changes have been recommended in the current SSA levy rate or the current SSA boundaries, the Board has recommended that the current SSA be amended to renew the current SSA levy for an additional ten (10) year period (Payable: 2025 through 2034). Funds generated by the SSA would continue to be used to maintain capital improvement/development programs, ongoing short and long term maintenance efforts, as well as grant awards for community events and special projects in the Downtown Galesburg area.

Please note that the attached documents have been developed to specifically address the seven steps recommended to propose an amendment to the SSA. The information within the document has been expanded to include the History of the Galesburg Downtown Council and the SSA as well as the accomplishments noted within Downtown Galesburg during the past ten (10) years of the SSA levy.

Please do not hesitate to contact me at 309-368-1213 if you have any questions and/or concerns regarding this SSA amendment request.

Sincerely,



Jay A. Bullis Pres

Galesburg Downtown Council

Galesburg Downtown Council

Proposal to Amend Special Service Area Number One

The Name and Legal Status of the Applicant

The name of the applicant of this applicant shall be the Galesburg Downtown Council (Hereinafter referred to as the "Council" and/or the "GDC"). The history and legal status of the GDC has been summarized as follows:

In 1973, the Downtown Galesburg community responded to the development of a regional shopping center within the northwest quadrant of Galesburg with the creation of the Galesburg Downtown Council (GDC). The GDC was established as a private non-profit corporation formed for the purpose of promoting continuing development of the Galesburg Central business District (Downtown) through programs of business retention and acquisition, marketing, landscape improvement and maintenance, general coordination of downtown activities and other activities to advance efforts to maintain and improve Downtown Galesburg.

One of the first duties of the GDC was to implement an economic impact study to determine the potential consequences of the development on the Downtown Galesburg community. One of the preliminary recommendations from that study was the creation of a Special Service Area (SSA) which would generate funds be used to improve downtown infrastructure and maintain the viability of Downtown Galesburg.

In response to the study recommendations and requests by the GDC, and pursuant to the provisions of Article of the Constitution of the State of Illinois (PA 78-901), the Galesburg City Council approved the creation of the SSA in January, 1975 pursuant to Ordinance 75-4 approved on January 20, 1975 and as amended by Ordinance 76-63, approved March 15, 1976 and Ordinance 92-415, approved May 4, 1992, and Ordinance 13-547, approved November 18, 2013 as well as the management of the SSA Funds by the GDC Board.

The GDC was also mandated with the responsibility to make recommendations to the Galesburg City Council regarding the extension and changes to the SSA Fund(s) as necessary.

Services Provided within the Special Service Area

The mission of the GDC has been the same since its inception in 1973: The promotion and development of Downtown Galesburg through business retention and acquisition, marketing, landscape improvement and maintenance, coordination of downtown activities and any other effort to advance the purpose of downtown Galesburg.

The GDC has continued to be governed by a Board of Directors, which consists of volunteer members elected to represent the downtown property owners. The Council Board of Directors is made up of 13 Directors of various backgrounds. The Board also has liaison members from the City of Galesburg and Tourism. GDC staff is a full time Director of Operations who has been tasked to oversee all of downtown service/maintenance activities including but not limited to,

- Hire one part time helper for summer watering and trash pickup.
- Maintain GDC Facebook page.
- Trash collection/removal, snow plowing, landscaping, flower planting/installation, Christmas decorations/lighting, banner installation removal, graffiti/vandalism reduction/removal, bush/tree trimming, to report and coordinate infrastructure needs (sidewalks/streets) with City of Galesburg Public Works/Street Department personnel as necessary and the coordination of all downtown special events as noted/requested. Those efforts have been accomplished with direct invention by the Director of Operations and/or the supervision of part-time employees by the Director of Operations.

The previous history of the GDC and SSA, as it is related to specific Downtown Galesburg developments/improvements (many in cooperation with the City of Galesburg), has been impressive and include major programs such as:

- The City of Galesburg and the GDC's Downtown Façade Redevelopment Grant Program. The Facade committee since its inception has approved an estimated \$3,431,797. for 31 façade projects throughout downtown. Monies granted from the TIF total \$914,847 and the GDC Grant funds total \$497,806.
- New Holiday lights were purchased and installed over the last few years and a large yellow steel decorative GALESBURG sign was installed on Main Street.
- GDC collaborates with The Downtown Community Partnership to assist in the many events they have.
- The Banner program continues to change with the new design. With the help form the city banners now extend over the two bridges and around the underpass on Main Street.

Likewise, GDC Grants for improvement to the Galesburg Downtown properties during the current ten (10) year funding period have been equally productive. Those grants have included everything from full facade renovations to awnings installation/improvements, lighting, specialty signs, painting and masonry work. Some of the properties which have benefited from the GDC SSA Program within that period have included but were not limited to:

- 41 S Seminary St (Craft Restaurant), 119 S Cherry St (Browns Business College), 64 S Prairie St (Weinberg Arcade}, 45 S Cherry St. (old Knights of Columbus), 250 E Main St, 450 E Main (Four Seasons Store), 311 E Main St (Bondi Building). Among the many others.

Several of the recent larger projects during this period have also had a significant positive impact on the Galesburg Downtown Community. Those projects have included:

- 56 S Kellogg St, (The Matzelle building), & 66 N Seminary Street (Willis Lofts).

Special Service Boundaries

Special Service Area Number One generally consists of all property on the west by Cedar Street and on the east by Chambers Street and extending within one block north and one and one half blocks south of Main Street. This area has been indicated on the attached map (Exhibit A). Proposed change: The GDC has proposed no change in the current boundaries for Special Service Area Number One.

Tax Levy Rate

When the Special Service Area (SSA) was established in 1975, the Galesburg City Council approved the levy of two taxes which were dedicated to funding maintenance and improvements to Downtown Galesburg.

One of the levies was established to provide funding for the continuing maintenance needs of Downtown Galesburg (known as the "Maintenance Fund"). That levy was set at a flat rate of \$1.00 per Equalized Assessed Valuation (EAV) and was approved to continue-annually.

The other levy was initially used to ensure payment of principal and interest for bonds issued to complete the improvements to downtown Galesburg within the "Streetscape Project" approved at that time. The levy rate for that fund varied and was set annually to address the principal and interest payments for those bonds.

When those obligations were completed in 1995, the Galesburg City Council approved the replacement of that levy to provide funding for various projects including but not limited to: additional maintenance needs within the SSA, administrative needs within the SSA, Capital improvements within the SSA and Other operational costs associated with the SSA. That levy (known as the "Multipurpose Fund") was initially set at a rate of \$ 1.50 per Equalized Assessed Valuation (EAV) and was originally approved to continue for a ten (10) year period until 2023. In 2013 the Galesburg City Council approved a ten (10) year extension to the levy.

The Multipurpose Fund has now been scheduled for consideration by the Galesburg City Council during 2023 for the 2024 tax levy (payable in 2025). The GDC has recommended that there be no increase proposed in the fund (See below):

Proposed change: The GDC has proposed no change in the current levy rate of \$1.50 per \$100.00 of Equalized Assessed Evaluation (EAV) for Special Service Area Number One.

Without change, the current renewable rate would be computed as follows: A downtown property valued at \$30,000 (assessed at 1/3 market value or \$10,000) would pay 1.5% of \$10,000 or: \$ 150.00 per year to the SSA.

Tax Levy Time Period

In 2013, the Galesburg City Council approved a ten (10) year extension of the \$1.50 per \$100.00 Equalized Assessed Evaluation; the extension period will expire and require consideration by the Galesburg City Council during 2023 for the 2024 tax levy (payable in 2025). As Administrators of the SSA Funds the GDC has been tasked to submit recommendation(s) regarding the Levy Rate and time period to the Galesburg City Council

Proposed change: The GDC has proposed that the previous ten (10) year extension period of the current levy rate of \$1.50 per \$100.00 of Equalized Assessed Evaluation (EAV) granted for Special Service Area Number One be extended for an additional ten (10) year period (Payable: 2025-2034).

Support for Extension of the Tax Levy

The GDC has conducted an Annual meeting during February of each year of the SSA funding period. The meetings are conducted to elect the GDC Board of Directors, update the GDC membership with a summary of the completed and ongoing property improvement projects, provide an explanation of any changes within the grant application process as well as other collaboration efforts to improve the Downtown Galesburg area. In recent years those collaborative efforts have included shared funding for decorative refuse receptacles which were placed throughout the downtown as well as decorative lighting elements which have been erected during the Holiday Season. Input from the GDC membership regarding the SSA concept and contribution has remained positive and supportive through the funding period.

The GDC has also conducted monthly meetings which are open to the GDC membership. The meetings are designed to discuss ongoing projects, funding availability, committee assignments and accomplishments within the funding period. The monthly meetings also provide an opportunity for input from Board members, as well as general membership, regarding the operation of the GDC and the SSA process. Input from the GDC Board Members and general membership regarding the SSA concept and contribution has also remained positive and supportive through the funding period.

Additionally, in preparation for the SSA extension proposal and GDC recommendation, information was provided to the Galesburg Downtown property owners within the SSA. That information included the GDC recommendation to the City of Galesburg to extend the SSA levy at the current rate for the ten (10) year period previously noted (Payable: 2025-2034) and also provided details regarding the manner in which the funding for the SSA has been computed.

Based on feedback from the Downtown property owners during the previous ten (10) year period, it is anticipated that the response to that information will also remain positive and supportive regarding the SSA extension recommendation by the GDC.

Need for the Extension of the Tax Levy

The successful record of past and current projects, as outlined above, would not have been possible without the creation and continued funding provided by the SSA. Likewise, the continuation of the maintenance programs as noted above would not be possible without the extension of the funding provided by the SSA.

It is also important to note that, much like the decisions made in the past to improve and transform the GDC in an effort to remain viable and responsive to demographic and marketing changes, the ability to impact the Galesburg Downtown in a positive manner would cease to exist without the extension of the SSA funding program.

Current discussions within the GDC have also included the increased desire to encourage second floor residential developments in Downtown Galesburg. Those discussions have again attempted to change, with the needs of the Downtown property owners and have considered a willingness to identify different funding eligibilities for property owners within the SSA. An example of such new opportunities and a significant step away from the current funding guidelines would be the development of a program that would attempt to ensure that costs associated with such upgrades (ie. The installation of residential sprinkler systems) may be off-set by SSA funding.

The viable state of Downtown Galesburg stands as quiet but strong testimony to the success of the SSA Program and management of the program by the GDC. There is a sincere concern that the forward thinking and forward movement of Downtown Galesburg, as demonstrated above, would stop without the funding that the SSA would provide in the future.

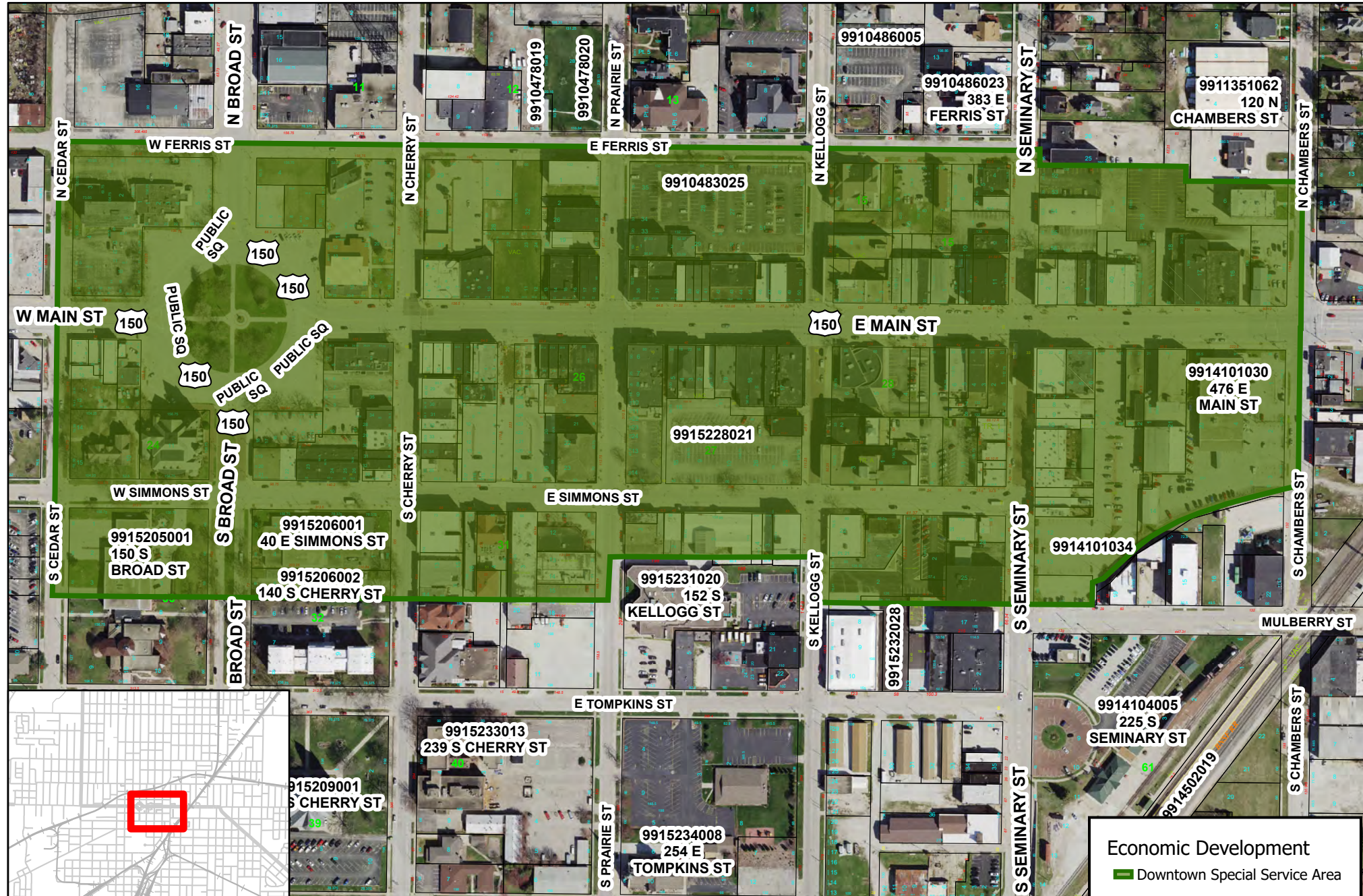
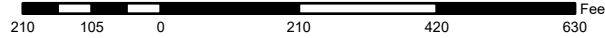


Community Development Department
Operating Under Council-Manager Government Since 1957

Special Service Area

Galesburg Downtown Council

[Back to Agenda](#)



NOTICE OF HEARING
CITY OF GALESBURG SPECIAL
SERVICE AREA NUMBER ONE

NOTICE IS HEREBY GIVEN that on August 21, 2023, at 5:15 pm in the Council Chambers of the Galesburg City Hall, 55 West Tompkins Street, Galesburg, Illinois, a hearing will be held by the City Council of the City of Galesburg to consider amending Special Service Area Number One consisting of the following described territory:

Blocks 15, 16, 17, 18, 19, 24, 25, 26, 27, and 28; the North 198 feet of Block 29; the North 102 feet of Block 30; the North 198 feet of Blocks 31, 32, and 33; the South 66 feet of the West 132 feet, and all of the rest of Block 62 laying Northerly of the railroad spur track known as the Brown Factory Switch Track; the South 313.5 feet of the West 330 feet and the South 280.5 feet of the East 231 feet of Block 63; all in the City of Galesburg, Knox County Illinois.

The approximate street location is within the area bounded as follows: Commencing at the center point of the intersection of North Cedar Street and West Ferris Street, thence South along the center line of Cedar Street to a point approximately one-half block South of West Simmons Street, thence East to the center line of Seminary Street, thence South to the North line of Mulberry Street, thence East 132 feet, thence in a Northeasterly direction along the railroad spur track known as the Brown Factory Switch Track to the center line of South Chambers Street, thence North on Chambers Street to a point 280.5 feet North of Main Street, thence Westerly 264 feet, thence Northerly 33 feet, thence Westerly 330 feet to a point on the east line of North Seminary Street 313.5 feet North of Easy Main Street, thence North 33 feet to the center line of East Ferris Street along the East line of North Seminary Street, thence West along the center line of Ferris Street to the point of beginning.

The permanent tax index numbers of all parcels located within the Special Service Area Number One are as follows:

9910457004	9910483018	9910487021	9914101008	9915203018
9915226027	9915229004	9915230030		
9910460001	9910483019	9910487022	9914101010	9915203019
9915226028	9915229005	9915230032		
9910460002	9910483020	9910487023	9914101012	9915203020
9915226029	9915229007	9915230033		
9910460003	9910483021	9910487024	9914101030	9915203021
9915227005	9915229008	9915231001		
9910460004	9910483022	9910487026	9914101031	9915205001
9915227006	9915229009	9915231002		
9910460016	9910483023	9910487027	9914101032	9915206001
9915227007	9915229010	9915231004		
9910479000	9910483024	9910487028	9914101034	9915206002
9915227012	9915229020	9915231006		
9910479003	9910483025	9911351034	9914101035	9915226001
9915227016	9915229022	9915231015		
9910479005	9910487001	9911351036	9914101036	9915226002
9915227018	9915229023	9915231018		
9910479006	9910487002	9911351037	9915202003	9915226003
9915227020	9915229024	9915231019		
9910479016	9910487003	9911351038	9915202004	9915226004
9915228004	9915229025	9915232001		
9910479021	9910487004	9911351039	9915202013	9915226005
9915228005	9915229026	9915232005		
9910479022	9910487005	9911351066	9915202016	9915226008
9915228006	9915229027	9915232010		
9910479024	9910487006	9911351073	9915202018	9915226012
9915228007	9915229028	9915232016		
9910479025	9910487007	9911351077	9915202021	9915226013
9915228008	9915230001	9915232020		
9910479027	9910487009	9911351078	9915202022	9915226014
9915228009	9915230007	9915232021		
9910479028	9910487010	9914101001	9915203001	9915226022
9915228010	9915230009	9915232033		
9910483014	9910487014	9914101002	9915203008	9915226023
9915228011	9915230013	9915232034		
9910483015	9910487015	9914101005	9915203013	9915226024
9915228014	9915230014			
9910483016	9910487019	9914101006	9915203016	9915226025
9915228020	9915230025			
9910483017	9910487020	9914101007	9915203017	9915226026
9915228021	9915230028			

An accurate map of said territory is on file in the office of the City Clerk and available for public inspection.

All interested persons, including all persons owning taxable real property located within Special Service Area Number One, will be given an opportunity to be heard regarding the amendment of Special Service Area Number One and may object to the levy of additional taxes affecting said area.

The purpose of the amendment of City of Galesburg Special Service Area Number One, in general, is to provide special municipal services to the area, including but not limited to municipal services in connection with maintenance services of property in the Special Service Area, administrative activities for the Special Service Area, other operational costs associated with the Special Service Area and needed capital improvements (both public and private) in Special Service Area.

A special tax will be considered at the public hearing to be levied for a period not to exceed ten (10) years, commencing with the 2024 tax levy, and not to exceed an amount of one and one half percent (1 1/2%) per annum of assessed value, as equalized, to be levied against the real property included in the Special Service Area.

The proposed amount of the tax levy for special services for the initial year (2024 payable 2025) for which taxes will be levied within the special service area is anticipated to be \$111,365; but the final amount will be calculated utilizing the equalized assessed value for the properties within the special service area as determined by the Knox County Supervisor of Assessments for 2024 payable 2025 times the \$1.50 tax rate.

At the hearing, all interested persons affected by the amendment of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard at the hearing regarding the tax levy and an opportunity to file objection to the amount of the tax levy. The hearing may be adjourned by the Council without further notice to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the municipal clerk within 60 days following the final adjournment of the public hearing, objecting to the amendment of the Special Service District, for the additional levy and increase in the tax rate, no such district may be amended, or tax may be levied, or imposed nor the rate increased.

Steve Gugliotta, AICP
Director of Community Development
55 W Tompkins Street
Galesburg, IL 61401
309/345-3637



Community Development Department

**NOTICE OF PUBLIC HEARING
on the amendment to the Galesburg
Special Service Area Number One**

August 7, 2023

Owners of property within the Special Service Area

As a result of a request from the Galesburg Downtown Council, the City Council of the City of Galesburg approved Special Ordinance No. 23-618. This ordinance proposes an amendment to the Galesburg Special Service Area Number One and provides for the scheduling of a public hearing on this issue.

As part of the public hearing process, this notice is being given in accordance with the 35 ILCS 200 Article 27 Special Service Area Tax Law, which requires all owners of property in the Special Service Area Number One are required to be notified by mail.

Please accept this notification of the public hearing. A Notice of Hearing is attached which explains the proposed amendment and provides the date, time, and location of the public hearing.

Should you have any questions, please contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Gugliotta". The signature is fluid and cursive, with the first name "Steve" and last name "Gugliotta" clearly distinguishable.

Steve Gugliotta, AICP
Director of Community Development

Attachment: Notice of Hearing
Aerial of Special Service Area boundaries

cc: File copy

**NOTICE OF HEARING
CITY OF GALESBURG SPECIAL
SERVICE AREA NUMBER ONE**

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9910479006	9910487002	9911351037	9915202003	9915226003	9915227020	9915229024	9915231019
9910479016	9910487003	9911351038	9915202004	9915226004	9915228004	9915229025	9915232001
9910479021	9910487004	9911351039	9915202013	9915226005	9915228005	9915229026	9915232005
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9910479024	9910487006	9911351073	9915202018	9915226012	9915228007	9915229028	9915232016
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9910479027	9910487009	9911351078	9915202022	9915226014	9915228009	9915230007	9915232021
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The purpose of the amendment of City of Galesburg Special Service Area Number One, in general, is to provide special municipal services to the area, including but not limited to municipal services in connection with maintenance services of property in the Special Service Area, administrative activities for the Special Service Area, other operational costs associated with the Special Service Area and needed capital improvements (both public and private) in Special Service Area.

A special tax will be considered at the public hearing to be levied for a period not to exceed ten (10) years, commencing with the 2024 tax levy, and not to exceed an amount of one and one half percent (1 ½%) per annum of assessed value, as equalized, to be levied against the real property included in the Special Service Area.

The proposed amount of the tax levy for special services for the initial year (2024 payable 2025) for which taxes will be levied within the special service area is anticipated to be \$111,365; but the final amount will be calculated utilizing the equalized assessed value for the properties within the special service area as determined by the Knox County Supervisor of Assessments for 2024 payable 2025 times the \$1.50 tax rate.

At the hearing, all interested persons affected by the amendment of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard at the hearing regarding the tax levy and an opportunity to file objection to the amount of the tax levy. The hearing may be adjourned by the Council without further notice to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

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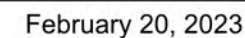
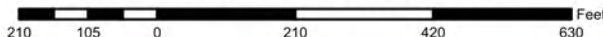
Steve Gugliotta, AICP
Director of Community Development
55 W Tompkins Street
Galesburg, IL 61401
309/345-3637

THIS NOTICE MUST BE PUBLISHED ON OR BEFORE SATURDAY, JULY 29, 2023

(Please bill the charges for publication of the above notice to the City of Galesburg, City Hall, Galesburg, IL, attention Steve Gugliotta, Director of Community Development).



Galesburg Downtown Council



CITY OF
GALESBURG
ILLINOIS

Community Development Department

STATE OF ILLINOIS)
) SS
COUNTY OF KNOX)

AFFIDAVIT OF SERVICE

STEPHEN J. GUGLIOTTA, being duly sworn, deposes on oath and says that he served the letter and public notice shown as Attachment A to the property owners of the Galesburg Special Service Area Number One by depositing a true copy thereof in an envelope plainly addressed to each of said owners as listed in Attachment B, with postage thereon fully prepaid, and depositing the same in a United States Postal Office box at Galesburg, Illinois on the 7th day of August, 2023.

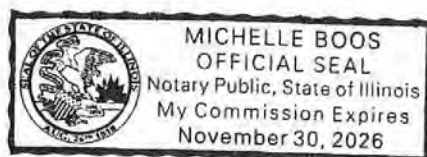

Steve Gugliotta, AICP
Director of Community Development

Subscribed and sworn to before me

This 7th day of August, 2023.



Notary Public
Galesburg, Knox, Illinois



Public Hearing: Special Service Area #1 Ten Year Extension on \$1.50 Tax Rate
Galesburg City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
August 21, 2023
5:15 p.m.

Present: Council Members Bradley Hix, Wayne Dennis, Dwight White, and Heather Acerra. Also
Present: Community Development Director Steve Gugliotta and City Clerk Kelli Bennewitz.

Called to order by Director Steve Gugliotta at 5:17 p.m.

Mr. Gugliotta announced that this public hearing was being held pursuant to statutory requirements of the Special Service Area Tax Law of the Illinois Statutes. The purpose of the hearing was to obtain comments, questions, or objections on a proposed amendment to the Special Service Area Number One. He provided background information regarding the proposed amendment to Special Service Area Number One, which is located in the central business district and was created on January 20, 1975.

The purpose of the Special Service Area was to provide a funding mechanism for needed downtown improvements, as well as a way to fund maintenance costs. The special ordinance authorizing the establishment of the Special Service Area created two separate tax levies. A maintenance tax of \$1.00 per \$100 of equalized assessed valuation was established to cover the costs of various maintenance services in the area. This levy has no specific sunset and continues on a yearly basis until the City Council decides to amend or terminate it. The proposed amendment does not affect this levy.

The second tax levy was established to cover the yearly payments of principal and interest for a bond issue that was used to help pay for various capital improvements in the downtown area. The term of the bond issue was twenty years and a yearly levy ranged from \$1.40 to \$1.70 per \$100 of equalized assessed valuation. The tax levy for the bond issue expired when the bonds were paid off in 1994. At that time, the Downtown Council requested, and the City Council approved, a new tax to replace the bond tax for a ten-year period. A new levy of \$1.50 per \$100 of equalized assessed valuation was established for the ten-year period. Funds generated from this yearly levy were used to cover a variety of expenses in the Special Service Area, including administrative, maintenance and other operating costs, as well as capital improvements.

This ten-year tax levy expired with the 2003 levy for property taxes payable in 2004. The Downtown Council then requested the City Council consider a ten-year extension of the \$1.50 tax and City Council approved the extension. When that tax was set to expire with the 2013 levy for property taxes payable in 2014, the Downtown Council then requested the City Council consider a ten-year extension of the \$1.50 tax and City Council approved the extension. This current ten-year levy expires with the 2023 levy for property taxes payable in 2024.

The Downtown Council has requested the City Council consider a fourth extension of the \$1.50 tax. This tax is only placed upon the properties located within the Special Service Area

boundaries. The approximate boundaries of the Special Service Area are Ferris Street on the north, Chambers Street on the east, one-half block south of Simmons Street on the south, and Cedar Street on the west.

The process to amend the Special Service Area requires a public hearing be held to obtain comments, questions, or objections from any interested parties. In accordance with the requirements in the Illinois State Statutes, a legal notice was published in the Galesburg Register Mail on July 30, 2023, notifying individuals of this public hearing. Owners of property within the Special Service Area were sent notice of this hearing on August 7, 2023. Once the hearing has been closed, there will be a 60-day period in which no Council action can be taken on the proposed amendment. During that time, objectors to the proposed amendment can file a petition objecting to the proposed amendment. If a petition is filed with the City during the 60-day period with signatures of at least 51% of the owners of record of land included within the Special Service Area, then the City Council cannot take action on the proposed amendment.

Director Gugliotta opened the public hearing for comments regarding the proposed amendment of extending the \$1.50 tax levy for an additional 10-year period of 2024 payable 2025 through 2033 payable 2034.

PUBLIC COMMENT

Jay Bullis clarified that this request is simply a continuation of the current \$1.50 tax rate, not an additional tax. Director Gugliotta concurred.

There being no further business, the public hearing was closed at 5:26 p.m.

Kelli R. Bennewitz /s/

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG, ILLINOIS
NOVEMBER 20, 2023**

AGENDA ITEM: 2023 Property Tax Levy Ordinance

SUMMARY RECOMMENDATION: The Interim City Manager and Director of Finance and Information Systems recommend the City Council approve the 2023 Property Tax Levy Ordinance.

BACKGROUND: Annually, the City Council establishes a dollar amount needed from property tax extensions by the County Clerk. This amount is then aggregated with other taxing districts resulting in individual tax bills on individual property. The City should receive the majority of the money collected from this levy in June and September of 2024.

The 2023 tax levy request has been established at \$10,182,235 which is an increase of 4.89% when compared to the total amount of the current year tax levy (2022) extension. The following table displays the levy request by use:

DESCRIPTION	2023 LEVY AMOUNT	\$ CHANGE FROM 2022 LEVY EXTENSION	% CHANGE FROM 2022 LEVY EXTENSION	% OF TOTAL LEVY REQUEST
Corporate	\$2,660,635	\$2	0%	26%
G.O. Bonds	0	0	0%	0%
Social Security	250,100	(1)	0%	2%
IMRF	285,000	(35)	0%	3%
Police Pension	2,593,660	148,629	6%	26%
Fire Pension	2,497,845	146,821	6%	24%
Public Library	1,894,995	178,908	10.43%	19%

Based on the current Estimated Assessed Value (EAV) for the 2023 tax levy, the estimated property tax rate for the City would be approximately \$2.380 or 6.52 cents (\$0.0652) less than the 2022 tax levy rate. The property tax rate is applied to individual tax bills.

BUDGET IMPACT: The property tax levy will fund a portion of the City's General Fund and Park & Recreation Fund general operations; IMRF obligations in the General Fund; the majority of the Public Library's general operations; and the police pension and firefighters' pension funds.

SUPPORTING DOCUMENTS:

1. 2023 Property Tax Levy Estimation
2. 2024 Appropriations for Tax Levy

Estimated Real Estate Extension Report

KNOX COUNTY TAX YEAR - 2023

Estimated Taxable Value (EAV) \$ 427,791,054

Description	Estimated Rate	2023 Levy Request	2022 Levy Extension	\$ Change in Levy	% Change in Levy
<u>Galesburg City</u>					
Corporate	\$ 0.306	\$ 1,310,725	\$ 1,310,725	\$ -	0.00%
Bonds	-	0	0	-	#DIV/0!
IMRF	0.067	285,000	285,035	(35)	-0.01%
Social Security	0.058	250,100	250,101	(1)	0.00%
Policemens Pension	0.606	2,593,660	2,445,031	148,629	6.08%
Library	0.443	1,894,995	1,716,087	178,908	10.43%
Body Totals	\$ 1.481	\$ 6,334,480	\$ 6,006,979	\$ 327,501	5.45%
<u>Galesburg City Fire</u>					
Corporate	\$ 0.316	1,349,910	\$ 1,349,908	\$ 2	0.00%
Firemens Pension	0.584	2,497,845	2,351,024	146,821	6.24%
Body Totals	\$ 0.899	\$ 3,847,755	\$ 3,700,932	\$ 146,823	3.97%
Grand Total	\$ 2.380	\$ 10,182,235	\$ 9,707,911	\$ 474,324	4.89%

Approved this _____ day of _____, 20____, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

Special Ordinance No. _____

**AN ORDINANCE MAKING THE LEVY FOR CORPORATE PURPOSES AND SPECIAL FUNDS,
FOR THE CURRENT YEAR COMMENCING ON THE FIRST DAY OF JANUARY, 2024 AND ENDING
ON THE THIRTY-FIRST DAY OF DECEMBER, 2024 FOR THE CITY OF GALESBURG, ILLINOIS**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, ILLINOIS:

SECTION 1. That a tax levy for the following sums of money, or as much thereof as may be authorized by law, to defray all expenses and liabilities of the City be, and the same is hereby levied for the purposes specified against all taxable property in the City for the fiscal year commencing on the first day of January, 2024, and ending on the thirty-first day of December, 2024. The specific amounts are levied for the purposes listed below, indicated by being placed in a separate column designated "Amount Raised by Taxation" which item appears at the right hand column of this ordinance. The tax so levied for the fiscal year of the City of Galesburg, and is for the appropriation amounts to be raised by taxation, the total of which has been determined as follows:

Fund	Description	FY 24 Budget	Amount Raised by Other than Taxation	Amount Raised by Taxation
001	General	21,927,970	20,879,390	1,048,580
	General Fund Fire Department	8,690,225	7,340,315	1,349,910
	Various Pensions and Social Security Contributions in General Fund:			
	IMRF		(285,000)	285,000
	Social Security		(250,100)	250,100
	Police Pension		(2,593,660)	2,593,660
	Fire Pension		(2,497,845)	2,497,845
1	Total General Fund	30,618,195	22,593,100	8,025,095
011	Motor Fuel Tax	1,640,000	1,640,000	-
012	Community Improvements/Infrast	1,590,635	1,590,635	-
013	Grants	6,442,310	6,442,310	-
014	City Gas Tax	540,160	540,160	-
015	Federal Special Enforcement	-	-	-
016	Special Enforcement	33,305	33,305	-
017	911 Communications	138,890	138,890	-
018	Storm Water Utility	1,136,385	1,136,385	-
019	Parks & Recreation	6,337,705	6,075,560	262,145
020	Airport Operations	308,935	308,935	-
021	Foreign Fire	44,225	44,225	-
023	Property Redevelopment	857,085	857,085	-
024	Economic Development	1,309,815	1,309,815	-
026	UDAG Repayment	1,035,845	1,035,845	-
030	Public Transportation Services	2,736,985	2,736,985	-
043	2016 GO Bond Debt Service	645,515	645,515	-
044	2023 GO Bond Debt	713,135	713,135	-
047	Business Dstrct 2013A GO Bonds	118,980	118,980	-
049	TIF IV	587,390	587,390	-
051	Players Fields Capital Imp	4,600	4,600	-
052	2023 GO Bond Capital Expense	4,755,000	4,755,000	-
053	Building Repair & Maintenance	388,800	388,800	-
054	Planning Fund	3,715,000	3,715,000	-
057	Computer Replacement	299,100	299,100	-
058	Vehicle Replacement	808,950	808,950	-

Fund	Description	FY 24 Budget	Amount Raised by Other than Taxation	Amount Raised by Taxation
059	Utility Tax Capital Projects	2,365,930	2,365,930	-
060	Seminary St Business District	30,100	30,100	-
061	Water Operations	6,953,360	6,953,360	-
067	Refuse	3,238,605	3,238,605	-
078	Risk Management	1,128,720	1,128,720	-
085	OPEB Trust	1,241,455	1,241,455	-
088	Linwood Cemetery Trust	3,000	3,000	-
089	East Linwood Cemetery Trust	18,500	18,500	-
900	Public Library	3,668,020	1,773,025	1,894,995
Total All Other Funds		54,836,440	52,679,300	2,157,140
Total 2024 Appropriations for 2023 Tax Levy		85,454,635	75,272,400	10,182,235

SECTION 2. The City Clerk of the City of Galesburg is hereby directed to file with the County Clerk of Knox County, Illinois, a properly certified copy of the ordinance on or before the last Tuesday of December 2023.

SECTION 3. The provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions hereof.

SECTION 4. This section shall be in full force and effect after its passage and approval by the Mayor.

SECTION 5. This ordinance is adopted pursuant to the state law of Illinois and the home rule authority provided pursuant to the Constitution of the State of Illinois.

Approved this _____ day of _____, 20____, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 6, 2023**

AGENDA ITEM: Special Ordinance to approve the 2023 levy for the Special Service Area #1 (Downtown Area).

SUMMARY RECOMMENDATION: It is recommended the City Council approve the Special Service Area Tax Levy Ordinance.

BACKGROUND: On January 20, 1975, the City Council approved Special Ordinance No. 75-4 which created, from the Special Service Area #1, a flat rate of \$1 per \$100 equalized assessed value. Money generated from this levy is utilized to pay maintenance services in the downtown area.

On May 2, 1992 the Downtown Council requested that at the time their levy for bond repayment expired, a new tax replaced it in the amount of \$1.50 per \$100 of equalized assessed value to assist in covering operational expenses. Their request was approved and in 1995 the Downtown Council began receiving the new tax. The ordinance for the property tax stated that the tax shall not be levied for more than 10 years.

On November 18, 2013, the City Council approved a ten-year extension of the \$1.50 tax for the Special Service Area tax commencing on the 2014 property tax levy (payable in 2015). The tax levy must be approved in time to be filed with the Knox County Clerk by the last Tuesday in December 2023.

BUDGET IMPACT: The City uses replacement taxes to make up the difference between the amount received from the levy and the contract amount.

SUPPORTING DOCUMENTS:

1. SSA Tax Levy Ordinance
-

SPECIAL ORDINANCE NUMBER _____

AN ORDINANCE MAKING THE LEVY FOR THE SPECIAL SERVICE AREA #1 FOR THE CURRENT FISCAL YEAR COMMENCING THE FIRST DAY OF JANUARY, 2024 AND ENDING ON THE THIRTY-FIRST DAY OF DECEMBER, 2024, FOR THE CITY OF GALESBURG, ILLINOIS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, ILLINOIS:

SECTION 1: That a tax for the following sums of money, or as much thereof as may be authorized by law to defray all expenses and liabilities of the City be, and the same is, hereby levied for the purpose specified against all taxable property in the Special Service Area #1 in the City for the fiscal year commencing on the first day of January, 2024 and ending on the thirty-first day of December, 2024.

SPECIAL SERVICE AREA #1 MAINTENANCE	APPROPRIATED	LEVIED
Contractual Services SSA#1 Maintenance	\$210,000	
Total SSA #1 Maintenance	\$210,000	
Appropriated for the foregoing expenses of the Special Service Area #1 Maintenance from sources other than taxation.	\$21,912	
Levied as tax for Special Service Area #1 Maintenance Fund the sum of		\$75,235
Levied as tax for Special Service Area #1 an Additional Maintenance Fund for Special Services		\$112,853
Total Levy for Special Service Area		\$188,088

SECTION 2. The City Clerk of Galesburg is hereby directed to file with the County Clerk of Knox County, Illinois, a properly certified copy of this ordinance on or before the last Tuesday of December 2023.

SECTION 3. If any item or portion of this ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 4. That this ordinance shall be in full force and affect after its passage and approval and recording as provided by law.

Approved this ____ day of _____, 20____, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 6, 2023**

AGENDA ITEM: Ordinance dissolving the Tax Increment Financing fund and Redevelopment Project Area 3 (Regency TIF 3).

SUMMARY RECOMMENDATION: TIF 3 is set to expire December 31, 2023 and as part of the process the City must pass an ordinance dissolving the TIF fund and terminating the area designated as TIF redevelopment project area 3 (Regency TIF 3). The Interim City Manager and Director of Community Development recommend approval of the ordinance.

BACKGROUND: TIF 3 was established in September 1999 and is set to expire December 31, 2023. The City does not expect to have a positive balance in the TIF 3 allocation fund known as “surplus”. The TIF 3 incremental equalized assessed value (EAV) for tax year 2023 (payable 2024) will become part of the rate-setting EAV for all affected taxing bodies. The taxing bodies will be able to account for the increase in the rate-setting EAV when preparing their levy requests for the 2023 tax year (payable 2024).

In accordance with the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), the City has sent notice of termination to all affected taxing bodies on October 2, 2023. Prior to December 31, 2023 the City must pass this ordinance dissolving the TIF 3 fund and terminating the area designated as TIF redevelopment project area 3 (Regency TIF 3).

BUDGET IMPACT: There would be no anticipated impact upon the approval of the ordinance.

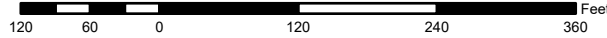
SUPPORTING DOCUMENTS:

1. Aerial – General location Regency TIF 3
2. Closeout summary Regency TIF 3
3. Ordinance terminating Regency TIF 3

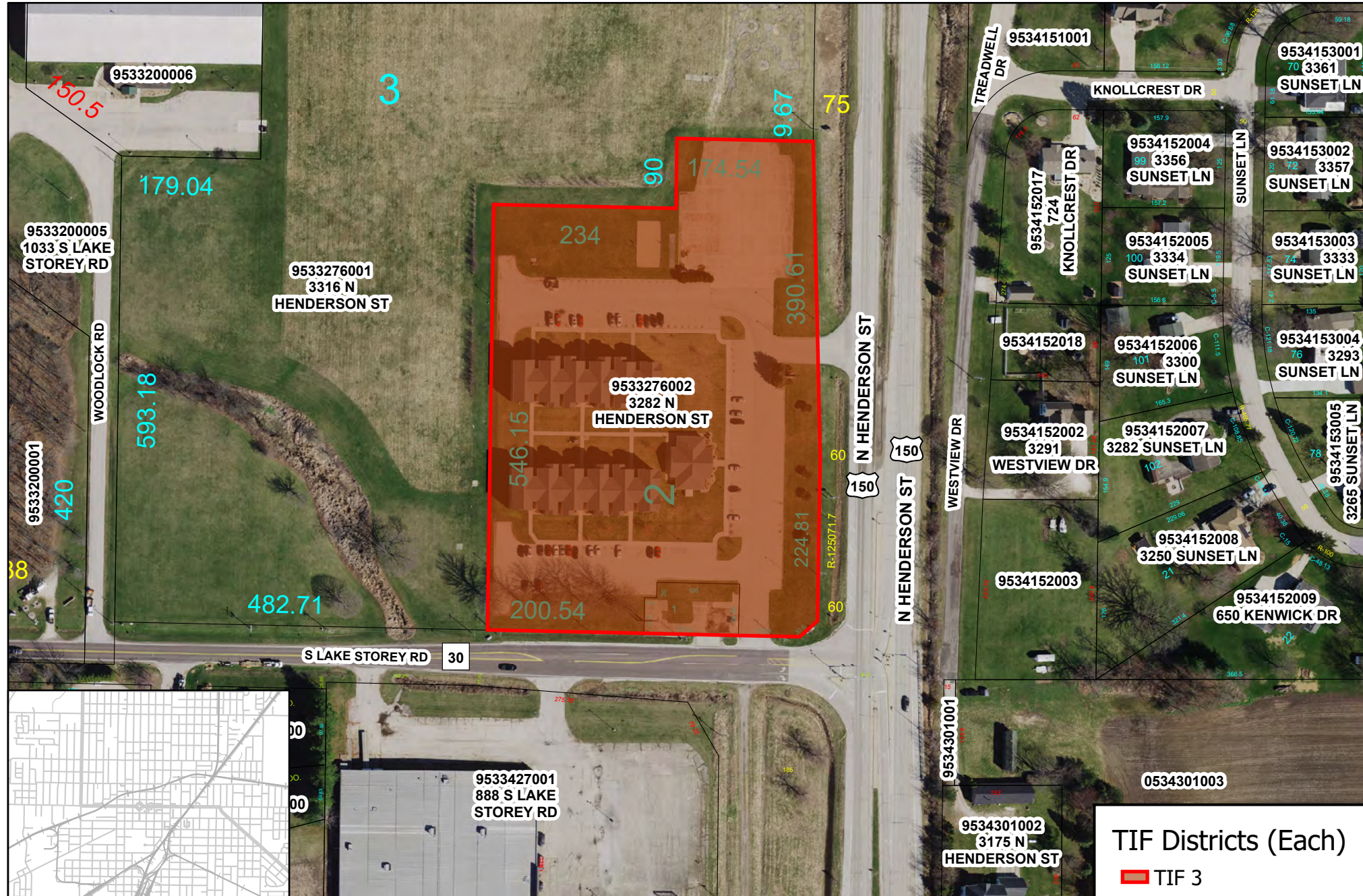


Community Development Department
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TIF 3 Regency



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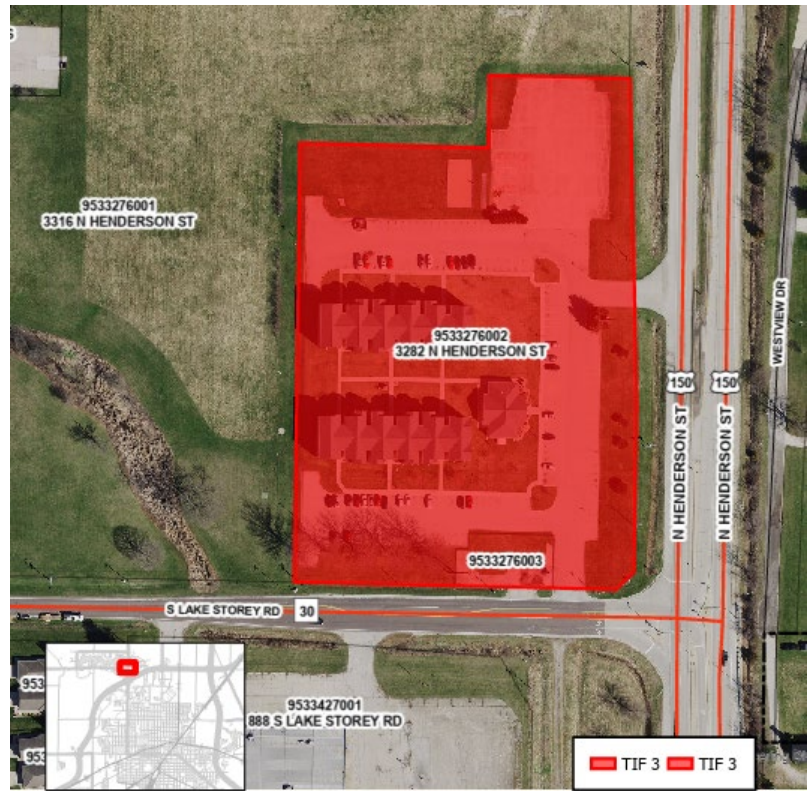


Tax Increment Financing District 3 (Regency) Closeout Report

Historical Background

TIF 3 was approved by City Council in September 1999 for an area generally located at the North West corner of North Henderson Street and South Lake Storey Road. The initial emphasis was the redevelopment of a hotel that was previously on this property.

The Regency TIF 3 is due to expire at the end of 2023.



TIF District Objectives

Included in the TIF district redevelopment plan are the objectives to achieve success.

- To reduce or eliminate those conditions that qualify the Redevelopment Project Area as eligible for tax increment financing by carrying out the Redevelopment Plan.
- Reduce, eliminate and stop the spread of blighting conditions.
- Enhance the real estate tax base for the City and all other taxing districts that extend into the Redevelopment Project Area through the implementation and completion of the activities.
- Encourage and leverage private investment within the Redevelopment Project Area through the provision of financial assistance for building renovations and retrofitting.
- Improve the overall environment of the Area, including public safety and security measures, so as to encourage new investment wherever possible in a manner that is compatible with surrounding land uses.
- Complete all public and private actions required in this Redevelopment Plan in an expeditious manner.

Tax Increment Financing District 3 (Regency) Closeout Report

Notable projects

Project	Project Address	Improvements	Year of Agreement or project start	Total Project Cost	TIF Incentive
Regency Hotel	3282 N Henderson St	Renovations	1999	\$2,925,000	\$500,000
The Villas at Carl Sandburg	3278 N Henderson St	Property acquisition, Demolition, site preparation, utilities, professional design services	2011	\$7,107,798	\$1,037,767

Estimated Assessed Value

When the TIF district was created in 1999, the equalized assessed valuation (EAV) for the redevelopment project area was \$319,330. The most recent EAV (2022) was \$1,152,260. Overall, the EAV of the TIF redevelopment area increased \$832,930; an increase of 261% during the term of the TIF.

Conclusion

Over the course of the TIF 3 term, the city has assisted with redevelopment projects. The improvements have not only assisted businesses, but the neighborhood and the areas as a whole. When the TIF was created in 1999 the EAV was \$319,330 and the most recent EAV (2022) was \$1,152,260, more than a 261% increase. This TIF district succeeded in improving the blighted area. The redevelopment of this TIF 3 redevelopment project area will continue to benefit the city for many years to come.

ORDINANCE NO. _____

**AN ORDINANCE DISSOLVING THE SPECIAL TAX ALLOCATION FUND AND
TERMINATING THE DESIGNATION OF THE CITY OF GALESBURG TAX INCREMENT
REDEVELOPMENT PROJECT AREA (RPA NO. 3) WITHIN THE CITY OF GALESBURG,
KNOX COUNTY, ILLINOIS**

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as supplemented and amended (the “TIF Act”), including by the power and authority of the City of Galesburg, Knox County, Illinois (the “City”), the City Council of the City (the “Corporate Authorities”) adopted Ordinances 99-1918, 99-1919 and 99-1920, as subsequently amended from time to time, including Ordinance 2000-1986 (collectively, the “TIF Ordinances”); and

WHEREAS, under and pursuant to the TIF Act and the TIF Ordinances, the City designated the Galesburg Tax Increment Redevelopment Project Area (the “Redevelopment Project Area”), approved the related redevelopment plan, including the redevelopment projects described in the Redevelopment Plan (collectively, the “Redevelopment Projects”), and established a special tax allocation fund (the “Fund”) in connection therewith; and

WHEREAS, on October 2, 2023, the City notified affected taxing districts of the pending termination of the Redevelopment Project Area, as a redevelopment project area, in accordance with the provisions of Section 11-74.4-8 of the TIF Act; and

WHEREAS, all redevelopment project costs have been or will be paid, all obligations relating thereto have been or will be paid and retired prior to December 31, 2023; and

WHEREAS, in accordance with the provisions of Section 11-74.4-8 of the Act, the City desires to dissolve the special tax allocation fund relating to the Redevelopment Project Area and to terminate the designation of the Redevelopment Project Area as a redevelopment project area.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS, as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into this Ordinance as the findings of the Corporate Authorities.

Section 3. Dissolution of Fund. The City Treasurer shall perform the final closing of the books and records of the Fund for the Redevelopment Project Area no later than December 31, 2023 and thereupon said Redevelopment Project Area is dissolved.

Section 4. Termination of Redevelopment Project Area. The designation of the Redevelopment Project Area as a redevelopment project area is hereby terminated as of December 31, 2023.

Section 5. Additional Real Estate Tax Increment. In the event that additional incremental real estate taxes attributable to the Redevelopment Project Area remain in the Fund, after the dissolution of the Fund, such monies shall be declared as surplus funds and sent back to the Knox County Treasurer for distribution back to the affected taxing bodies as prescribed in Section 11-74.4-8 of the TIF Act.

Section 6. Tax Objections Resulting in Reduced Real Estate Tax Increment. In the event incremental real estate taxes attributable to the Redevelopment Project Area received by the City are ordered refunded by the Knox County Clerk as a result of final decisions in tax objections affecting real estate taxes payable prior to December 31, 2023 then the City will refund such incremental real estate taxes received solely from funds available in the Fund.

Section 7. Effective Date of Ordinance. This Ordinance shall be in full force and effect upon its passage and approval in the manner provided by law.

Section 8. Invalidity. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 9. Conflicts. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

Approved this ____ day of _____, 20____, by a roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 6, 2023**

AGENDA ITEM: Ordinance adopting the 2021 editions of the International Building Code, the International Residential Code, the International Mechanical Code, the International Fuel Gas Code, the International Existing Building Code, The International Fire Code, and the 2020 edition of the National Electric Code.

SUMMARY RECOMMENDATION: During the November 17, 2022 Overall Code Review Commission meeting, the Commission members recommended approval of the 2021 edition of the International Mechanical Code on a vote of seven ayes (Members Feely, Benbow, Swanson, Schultz, Basham, and Sugden) zero nays, and no abstentions; the 2021 International Fuel Gas Code on a vote of seven ayes (Members Feely, Benbow, Swanson, Schultz, Basham, and Sugden) zero nays, and no abstentions; the 2020 edition of the National Electric Code on a vote of seven ayes (Members Feely, Benbow, Swanson, Schultz, Basham, and Sugden) zero nays, and no abstentions. During the December 8, 2022 Overall Code Review Commission meeting, Commission members recommended approval of the 2021 edition of the International Building Code on a vote of six ayes (Members Benbow, Groom, Swanson, Schultz, Basham, and Sugden) zero nays, and no abstentions. The 2021 International Residential Code with an amendment removing section R301.14 Intermodal Shipping Containers, an amendment removing table R507.3.1 and replacing it with language requiring all deck piers to be 12" and excluding appendices AQ through AW on a vote of six ayes (Members Benbow, Groom, Swanson, Schultz, Basham, and Sugden) zero nays, and no abstentions. During the April 13, 2023 Overall Code Review Commission meeting, the Commission members on a vote of six ayes (Members Benbow, Groom, Swanson, Shultz, Basham, and Benedict) zero nays, and no abstentions; the 2021 International Existing Building Code on a vote of six ayes (Members Benbow, Groom, Swanson, Shultz, Basham, and Benedict) zero nays and no abstentions. The Interim City Manager, Director of Community Development, Fire Chief, and Code Compliance Supervisor concur with the Commission's recommendations.

BACKGROUND: The City currently enforces the 2012 editions of the International Building Code (IBC), the International Residential Code (IRC), The International Mechanical Code (IMC), the International Fuel Gas Code (IFGC), and the International Fire Code (IFC) and the 2014 edition of the National Electric Code. These model codes are updated by the International Code Council and the National Fire Protection Association, respectfully, every three years. The 2021 editions of the IBC, IRC, IMC, IFGC, IFC and the 2020 edition of the NEC are available for adoption.

Also available for adoption is the 2021 edition of the International Existing Building Code (IEBC). The IEBC is a code intended to lessen the hardships and promote rehabilitation of existing buildings by providing alternative approaches to requirements in the IBC for renovations to

existing buildings. There are some provisions for existing buildings included in the IBC that are expanded on with this code.

The updated editions of the codes include revisions that have been approved by the model code organizations. The revisions address safety issues, that have been brought up, clarify existing code requirements, incorporate new building materials and new construction technologies into the codes and eliminate or reduce code requirements when determined to be inappropriate or ineffective. The Codes were unanimously approved by the Overall Code Review Commission which is made up of members from various construction trades and fields. Overall Code Commission meetings are open to the public and advertised in the Register Mail and the City's website.

FEMA requires that municipalities adopt one of the two most recent code cycles to receive the maximum amount of post disaster assistance funds. The City has currently adopted the 2012 versions of the codes which puts the City outside of that requirement.

The Insurance Services Office is an organization who's mission is to provide advisory insurance underwriting and rating information to insurers. One of the factors that ISO takes into consideration is the adopted building codes and modifications to those codes through ordinance. The later editions of adopted codes score higher and previous additions scoring lower.

BUDGET IMPACT: None

SUPPORTING DOCUMENTS:

1. Ordinance

ORDINANCE NO. _____

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, ILLINOIS,
AS FOLLOWS:**

SECTION 1: Chapter 150, the Buildings, and Building Regulations Chapter of the Galesburg Municipal Code shall be, and hereby amended as follows:

- a) Section 150.015(A) is amended by replacing the number “2012” with the number “2021”
- b) Section 150.015(B) is amended by replacing the number “2012” with the number “2021”, replacing the words “including specifically Appendices A, B, C, D, E, G (except subsection 9 in section AG105.2 of Appendix G), H, I, J, and K” with the words “including specifically Appendices AA, AB, AC, AD, AE, AH, AI, AJ, AK”
- c) Section 150.015 is amended by adding thereto the following subsection:
(C) *IEBC adoption.* The 2021 edition of the International Existing Building Code, as published by the International Code Council, Inc, including specifically Appendices A, and C thereof, is hereby adopted as the Existing Building Code for the city. It is incorporated by reference as if fully set out in this subchapter, with the additions, insertions, deletions and changes described in this subchapter.
- d) The first line of Section 150.016 is amended by replacing the number “2012” with the number “2021”
- e) Section 150.016(3) Should be amended by revising the first sentence to read as follows: The provisions of the currently adopted edition of the International Fuel Gas Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.
- f) Section 150.016(4) Should be amended to read as follows: The provisions of the currently adopted International Mechanical Code shall apply to the installation, alterations, repairs, and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.
- g) Section 150.016(9) is amended by replacing the number “110.3.7” with the number “110.3.9”
- h) Section 150.016(13) is amended by replacing the number “1510.3” with the number “1512.2.1 and deleting the word exemption. Replacing the number

“1510.4” with the number “1512.3”

- i) Delete Section 150.016(16) in its entirety.
- j) Section 150.016(19) is amended by replacing the words Table 4-A and Table 4-B with the number H115.
- k) Delete Section 150.016(24) in its entirety
- l) The first line of Section 150.017 is amended by replacing the number “2012” with the number “2021”.
- m) Section 150.017(3) is amended by replacing the number “R301.2(1)” with the number “R301.2” by replacing the number “75” with the number “107”, the words “Zone B” with the words Zone A”.
- n) Section 150.017(9) is amended by replacing the wording 907.3 Exception (2) with the number “908.3.1.1(2)”, replacing the number “907.4” with the number “908.4”
- o) Delete Section 150.017(14) in its entirety.
- p) Section 150.017(20) is amended by replacing the words “footnote 5” with the words “footnote 6”
- q) Section 150.017(24) is amended by replacing the number “2414.5.2” with the number “2414.4.3.
- r) Section 150.017(27) is amended by replacing the words “Appendix I” with the words “Appendix AI”.
- s) Delete Section 150.017(28) in its entirety
- t) Section 150.083(A) Shall be amended to read as follows: Before a certificate of license required by this code shall be issued to an applicant, the applicant shall following reasonable advanced notice, present himself/herself for review as instructed by the code official. The code official shall review such applicant as to his/her practical knowledge of the installation and alteration of electrical equipment as set forth in the rules and regulations of this article, and in compliance with the National Electric Code adopted by the International Building Code, as adopted by this code. The applicant shall undergo a written examination, such as the International Code Council Standard Master Electrician Test or other test approved by the code official, which is sufficiently strict to thoroughly test the experience and qualifications of the applicant. If the applicant fails the test the first time, there shall be a 30-day wait period from the test date before it can be retaken. Should the applicant fail the second test or each test thereafter, there shall be a six-month waiting period from the date of the last test before being retested.
- u) Section 150.105 is amended by replacing the number “2014” with the number “2020”.
- v) Section 150.114 is amended by replacing the number “2014” with the number “2020”.

- w) Section 150.125(A) is amended by replacing the number “2012” with the number “2021”.
- x) Section 150.125(B) is amended by replacing the number “2012” with the number “2021”.
- y) Section 150.125(C) is amended by replacing the number “2012” with the number “2021”.
- z) Section 150.125(C)(2) is amended by replacing the number “106.3.1” with the number “107.1”.
- aa) Section 150.125(C)(4) is amended by replacing the number “106.4.6” with the number “107.2”.
- bb) Section 150.125(C)(5) is amended by replacing the number “106.5.3” with the number “109.6” and should read “The City of Galesburg is authorized to establish a refund policy.”
- cc) Section 150.125(C)(6) is amended by replacing the number “108.4” with the number “115.4”.
- dd) Section 150.125(C)(7) is amended by replacing the number “109” with the number “113” & “114”.
- ee) Section 150.125(C)(8) is amended by replacing the number “106.5.2” with the number “109.2”.
- ff) Delete Section 150.125(C)(9) in its entirety.
- gg) Section 150.125(C)(10) is amended by replacing the number “106.5” with the number “109.1”.
- hh) Section 150.125(C)(11) is amended by replacing the number “106.5.1” with the number “109.4”.
- ii) Section 150.125(D) is amended by replacing the number “2012” with the number “2021”.
- jj) Section 150.125(D)(1) is amended by replacing the number “403.4.3” with the number “403.3.3”.
- kk) Section 150.125(D)(2) is amended by replacing the number “403.5.2” with the number “403.4.3”.
- ll) Section 150.125(D)(4) is amended by replacing the number “106.6” with the number “109.1”.
- mm) Section 150.125(D)(5) is amended by replacing the number “106.6.1” with the number “109.4”.
- nn) Section 150.125(D)(6) is amended by replacing the number “106.6.2” with the number “109.2”.
- oo) Section 150.125(D)(7) is amended by replacing the number “106.6.3” with the number “109.6”.
- pp) Section 150.125(D)(8) is amended by replacing the number “108.4” with the number “115.4”.
- qq) Delete section 150.125(D)(9) in its entirety.

rr) Section 150.126 is amended by replacing the number “2012” with the number “2021” in three places.

Section Two: That Section 150.018 of Chapter 150 of the Galesburg Municipal Code of Ordinances be, and the same hereby relocated to Section 150.023.

Section Three: That Chapter 150 of the Galesburg Municipal Code of Ordinances be amended by adding the following Section:

150.018 Amendments to the International Existing Building Code.

(1) At Section 101.1, delete the words [name of jurisdiction] and insert instead the words “City of Galesburg, Knox County, Illinois, a municipal corporation”

(2) At Section 103.1 delete the words [Name of Department] and insert instead the words “Community Development Department”

(3) The Existing Building Code is hereby amended by deleting therefrom, Section 105.1.1.

(4) The Existing Building Code is hereby amended by deleting therefrom, Section 105.1.2.

(5) The Existing Building Code is hereby amended by deleting therefrom Section 105.2 Electrical.

(6) The Existing Building Code is hereby amended by deleting therefrom, Section 106.3.1.

(7) At Section 108.2 it is amended to read as follows:

108.2 Fees. A permit shall not be issued until appropriate fees as listed in Section 150.128 of the Municipal Code have been paid, nor shall an amendment to a permit be released until the additional fee, if any, due to the size of the project has been paid.

(8) The Existing Building Code is hereby amended by deleting therefrom, Section 112 in its entirety.

(9) At Section 408.1, delete the words “International Plumbing Code” and insert instead the words “Illinois State Plumbing Code”.

(10) The Existing Building Code is hereby amended by deleting therefrom, Section 708 in its entirety.

(11) The Existing Building Code is hereby amended by deleting therefrom, Section 809 in its entirety.

(12) The Existing Building Code is hereby amended by deleting therefrom, Section 907 in its entirety.

(13) At Section 1009, delete the words “International Plumbing Code” and insert instead the words “Illinois State Plumbing Code”.

(14) The existing Building Code is hereby amended by deleting therefrom, Section 1104 in its entirety.

(15) At Section 1501.7, delete the words "International Plumbing Code" and insert instead the words "Illinois State Plumbing Code".

Section Four: That Chapter 93, the Fire Prevention And Protection Chapter of the Galesburg Municipal Code shall be, and hereby amended as follows:

- a) Section 93.15(A) is amended by replacing the number "2012" with the number "2021"
- b) Section 93.15(B) is amended by replacing the number "2012" with the number "2021"
- c) Section 93.19 is amended by replacing the number "2012" with the number "2021"
- d) Section 93.19(B) is amended by replacing the number "108.1" with the number "111.1"
- e) Section 93.19(C) is amended by replacing the number "105.6" with the number "105.5"
- f) Section 93.19(E) is amended by replacing the number "109.4" with the number "112.4:
- g) Section 93.19(F) is amended by replacing the number "112.4" with the number "113.4"

Section Five: All ordinances or parts of ordinances, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

Section Six: All provisions of this ordinance shall become effective January 1, 2024.

Approved this _____ day of _____, 2023, by roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**CITY OF GALESBURG
COUNCIL LETTER
NOVEMBER 20, 2023**

AGENDA ITEM: Ordinance Authorizing Execution of an Option Agreement for sale of Property at 465 and VL formerly known as 473 Mulberry Street.

SUMMARY RECOMMENDATION: The Interim City Manager and Director of Community Development recommend adoption of the proposed ordinance.

BACKGROUND: In 2008, the City Council approved the purchase of these properties with the intention that they be redeveloped. The property at 465 Mulberry is the old “Ferris Building”, while the property at 473 Mulberry Street is currently a vacant lot. A Developer, Benedict Holdings, LLC, has recently expressed interest in redeveloping these parcels as a mixed-use which may include retail, residential and/or dining. As the Developer will expend significant time and resources completing due diligence and planning associated with the project, he is requesting that the City grant them a six-month option to purchase the property.

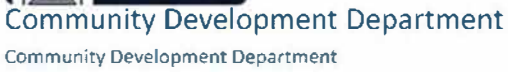
The price of this option is set at \$1.00 with the option to purchase the property within the Option Period for a purchase price amount of fair market value based upon an appraisal. If additional time should be needed beyond the initial six months, the Developer will have to provide proof of 1) written cost estimates prepared by an Illinois licensed architect and 2) a proposed business plan. Additionally, to execute the Option at any time and acquire the property, the Developer will need to provide proof of financing for the project, in a form satisfactory to the City of Galesburg.

The attached ordinance authorizes execution of the Option Agreement and any additional documents necessary to effectuate the purpose of this Option Agreement, which would include the real estate contract. The ordinance shall require approval by a vote of two-thirds of the corporate authorities then holding office.

BUDGET IMPACT: None.

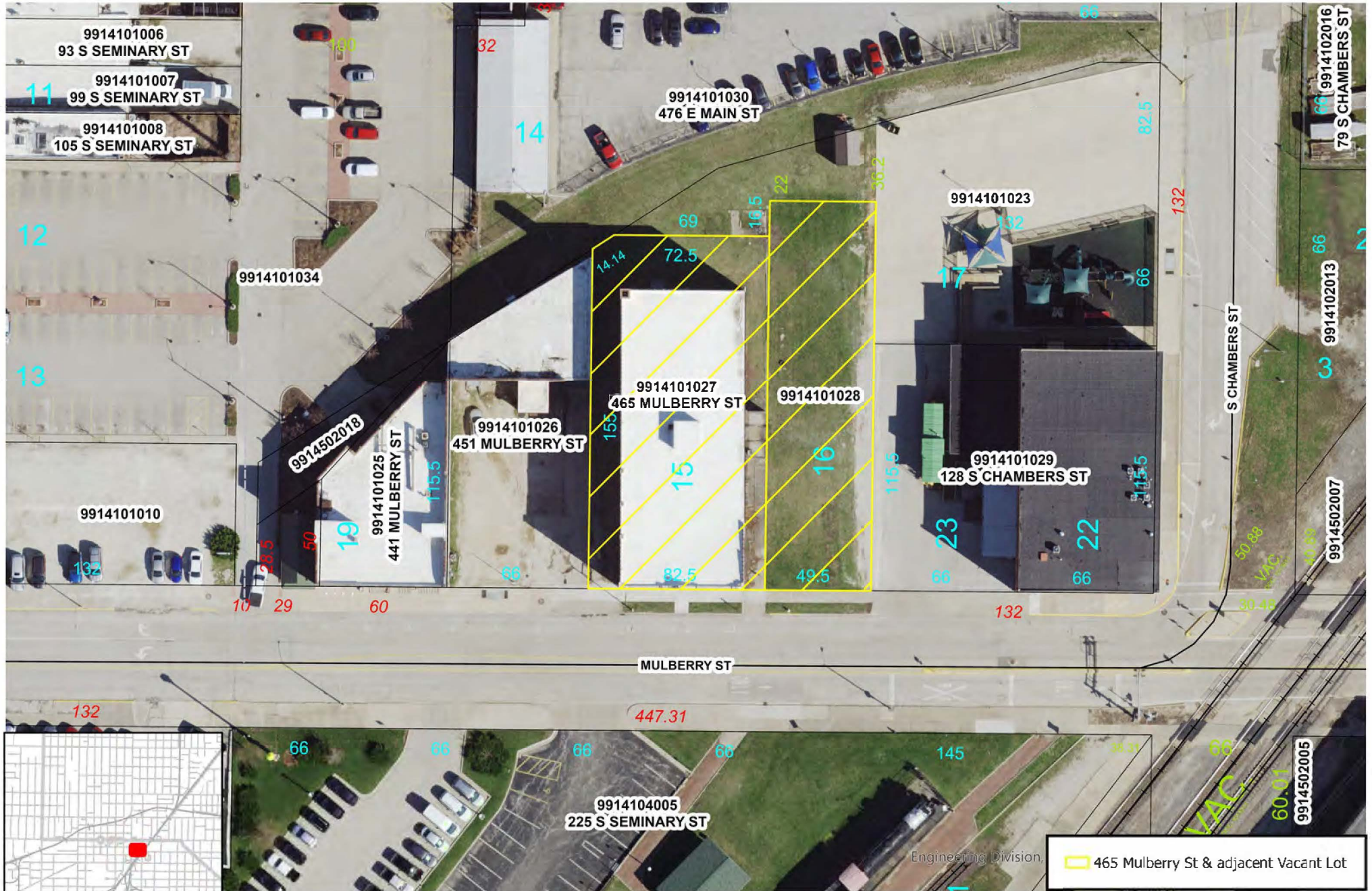
SUPPORTING DOCUMENTS:

1. Aerial 465 Mulberry St & VL formerly 473 Mulberry St
2. Ordinance



99-14-101-027 approx .31 acres 99-14-101-028 approx .21 acres

Back to Agenda



The information included in this map is intended to be advisory only and is NOT designed or intended to be used as a substitute for an accurate field survey, as performed by a Registered Land Surveyor, to determine precise property location.

September 18, 2023

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN OPTION AGREEMENT FOR THE SALE OF
PROPERTY AT 465 AND VACANT LOT FORMERLY 473 MULBERRY STREET**

WHEREAS, the City of Galesburg, Illinois, is a home rule unit of government pursuant to Section 6, Article VII of the Constitution of the State of Illinois; and

WHEREAS, Article VII, Section 6(a) of the Illinois grants a home rule unit authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City has acquired title to the properties commonly known as 465 Mulberry Street and Vacant Lot formerly 473 Mulberry Street; and

WHEREAS, Section 30.07(B) of the Galesburg City Code authorizes the corporate authorities to dispose of real estate; and

WHEREAS, the corporate authorities find that execution of the Option Agreement (attached as Exhibit A) to allow potential redevelopment of these properties is in the best interests of the health, safety, and welfare of the residents of the City of Galesburg.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, ILLINOIS, AS
FOLLOWS:**

SECTION ONE: The foregoing recitals are hereby incorporated into this Ordinance as is fully set forth herein.

SECTION TWO: The Mayor and City Clerk are hereby authorized and directed to execute, and attest, respectively the attached Option Agreement, and any additional documents necessary to effectuate the purpose of this Option Agreement.

SECTION THREE: All ordinances or parts of ordinances, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

SECTION FOUR: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved this _____ day of _____, 2023, by roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 20, 2023**

AGENDA ITEM: Resolution authorizing the purchase of 1409 E. Main Street, 58 N. Pearl Street, and 203 Lake Street from the Knox County Trustee.

SUMMARY RECOMMENDATION: The Interim City Manager, Director of Community Development, and Code Compliance Supervisor recommend approval of a resolution authorizing the purchase of 1409 E. Main Street, 58 N. Pearl Street, and 203 Lake Street from the Knox County Trustee.

BACKGROUND: The Knox County Trustee, on behalf of all taxing districts, acquired title to the properties located at 1409 E. Main Street (99-11-480-015), 58 N. Pearl Street (99-11-378-001), and 203 Lake Street (99-12-355-005). All three parcels are in the demolition process, with 203 Lake Street recently demolished, the city currently pursuing a demolition case for 58 N. Pearl Street, and 1409 E. Main Street in a dilapidated and unsafe condition, which would require pursuit of demolition action. Acquisition of the properties from the Knox County Trustee would allow the City to demolish the unsafe structures and pursue options to bring the vacant lots back into productive use. For example, selling to a neighbor who would like to expand their yard, which would be beneficial to the neighborhood as well as removing the property from the responsibility of City maintenance.

The Knox County Trustee has agreed to convey the properties to the City of Galesburg for \$813.00. The purchase price is based on the minimum cost of acquisition and conveyance through the county's Tax Liquidation Program.

BUDGET IMPACT: Sufficient funds are available in the Property Redevelopment (Fund 23) for the acquisition of all three properties.

SUPPORTING DOCUMENTS:

1. Resolution
2. Purchase contract
3. Photos of 58 N. Pearl Street and 1409 E. Main Street

Resolution _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY FROM THE
KNOX COUNTY TRUSTEE**

WHEREAS, the City of Galesburg, Illinois, is a home rule unit of government pursuant to Section 6, Article VII of the Constitution of the State of Illinois; and

WHEREAS, Article VII, Section 6(a) of the Illinois Constitution grants a home rule unit authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Knox County Trustee has acquired title to the properties commonly known as 1409 E. Main Street (99-11-480-015), 58 N. Pearl Street (99-11-378-001), and 203 Lake Street (99-12-355-005), Galesburg, Illinois; and

WHEREAS, the corporate authorities find that acquisition of these parcels is in the best interest of the health, safety, and welfare of the residents of the City of Galesburg.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Galesburg, Illinois as follows:

SECTION ONE: The foregoing recitals are hereby incorporated into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Clerk are hereby authorized and directed to execute, and attest, respectively, the real estate purchase contracts with the Knox County Trustee, which are attached to this ordinance as Exhibit A.

SECTION THREE: This Resolution shall be effective immediately upon its adoption as provided by law.

Approved this _____ day of _____, 2023, by roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

TRANSACTION NO. 1023922



PURCHASE CONTRACT

SELLER: Knox County, As Trustee**PURCHASER: City of Galesburg****SUBJECT PROPERTY: 99-11-480-015****PROPERTY ADDRESS: 1409 E. MAIN ST.****TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$813.00**

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES beginning January 1, 2024.

PURCHASER may, at its expense and option, obtain such title reports and surveys as to the SUBJECT PREMISES as PURCHASER may desire. PURCHASER shall advise SELLER in writing within 30 days after date hereof concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to PURCHASER shall be delayed pending SELLER'S efforts to resolve the same. In event SELLER is unable or unwilling to cure such defects within a reasonable time after notice thereof, PURCHASER may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, SELLER shall refund to PURCHASER all sums paid hereunder if PURCHASER shall so elect. Failure to notify SELLER of any objectionable title defect as above said shall constitute a waiver thereof.

PURCHASER shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this _____ day of _____, 2023.

SELLER:**PURCHASER:**

By: _____

By: _____

SELLER ADDRESS:

c/o Delinquent Tax Agent
P. O. Box 96
Edwardsville, IL 62025-0096

PURCHASER ADDRESS:

City of Galesburg
55 W Thompkins
Galesburg, IL 61401

TRANSACTION NO. 1123911



PURCHASE CONTRACT

SELLER: Knox County, As Trustee**PURCHASER: City of Galesburg****SUBJECT PROPERTY: 99-11-378-001****PROPERTY ADDRESS: 58 N. PEARL ST.****TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$813.00**

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES beginning January 1, 2024.

PURCHASER may, at its expense and option, obtain such title reports and surveys as to the SUBJECT PREMISES as PURCHASER may desire. PURCHASER shall advise SELLER in writing within 30 days after date hereof concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to PURCHASER shall be delayed pending SELLER'S efforts to resolve the same. In event SELLER is unable or unwilling to cure such defects within a reasonable time after notice thereof, PURCHASER may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, SELLER shall refund to PURCHASER all sums paid hereunder if PURCHASER shall so elect. Failure to notify SELLER of any objectionable title defect as above said shall constitute a waiver thereof.

PURCHASER shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this _____ day of _____, 2023.

SELLER:**PURCHASER:**

By: _____

By: _____

SELLER ADDRESS:

c/o Delinquent Tax Agent
P. O. Box 96
Edwardsville, IL 62025-0096

PURCHASER ADDRESS:

City of Galesburg
55 W Thompkins
Galesburg, IL 61401

TRANSACTION NO. 1123912



PURCHASE CONTRACT

SELLER: Knox County, As Trustee**PURCHASER: City of Galesburg****SUBJECT PROPERTY: 99-12-355-005****PROPERTY ADDRESS: 203 LAKE ST.****TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$813.00**

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES beginning January 1, 2024.

PURCHASER may, at its expense and option, obtain such title reports and surveys as to the SUBJECT PREMISES as PURCHASER may desire. PURCHASER shall advise SELLER in writing within 30 days after date hereof concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to PURCHASER shall be delayed pending SELLER'S efforts to resolve the same. In event SELLER is unable or unwilling to cure such defects within a reasonable time after notice thereof, PURCHASER may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, SELLER shall refund to PURCHASER all sums paid hereunder if PURCHASER shall so elect. Failure to notify SELLER of any objectionable title defect as above said shall constitute a waiver thereof.

PURCHASER shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this _____ day of _____, 2023.

SELLER:**PURCHASER:**

By: _____

By: _____

SELLER ADDRESS:

c/o Delinquent Tax Agent
P. O. Box 96
Edwardsville, IL 62025-0096

PURCHASER ADDRESS:

City of Galesburg
55 W Thompkins
Galesburg, IL 61401

58 N Pearl



1409 E Main



**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 8, 2023**

AGENDA ITEM: Consideration of a Resolution approving the Downtown Residential Fire Sprinkler Grant Program.

SUMMARY RECOMMENDATION: The Facade Advisory Committee has reviewed the current Downtown Façade Redevelopment Grant Program and at their November 7, 2023 meeting on a vote of 4 ayes (Members Bullis, Holloway, Markwart, Scott) and zero nays recommend approval of the program. The Interim City Manager and Director of Community Development concur with the Committee's recommendation.

BACKGROUND: The purpose of this program is to encourage an increase in residential units in the downtown area by offering a reimbursement for expenses related to the installation of fire sprinkler and/or fire alarm systems related to the redevelopment of spaces for residential units. This incentive can also be layered with other available incentives such as Tax Increment Financing, the Downtown Façade Grant Program, the Water Infrastructure Grant and Enterprise Zone incentives.

Downtown apartments could be particularly attractive to young professionals, retired persons and those seeking an urban residential experience. The presence of people in the downtown at all times of day and night is very desirable and has been mentioned in previous studies:

- 2015 Downtown Galesburg Strategic Planning for the Future Update Workshop. This document estimated 75,000 to 100,000 square feet of vacant building space was available for residential redevelopment.
- 2016 Design Development of Downtown Public Spaces states that enhancing public spaces will promote a healthy and attractive downtown environment for business, residential living and community activities.
- 2019 Comprehensive Plan indicates the rental housing supply does not match demand and recommends the promotion of lofts in the Downtown.

Developing partnerships helps to promote the program and make it successful. In that vein, staff have been communicating with the Galesburg Downtown Council (GDC) which is made up of property owners within the Downtown Special Service Area (SSA). At their November 8, 2023 meeting, they voted to support this proposed Downtown Residential Fire Sprinkler program. The GDC is currently considering a complementary program for property owners within the SSA that would assist with the expense of hiring a professional design firm (architect or engineer) for a basic code study. This code study would provide basic information to an owner on potential layout and estimated costs to redevelop spaces into apartments. Having this factual data will allow the owner to determine if it is financially feasible to move forward.

The Downtown Residential Fire Sprinkler Grant Program would provide a 50% reimbursement, up to a maximum of \$20,000. The applicant would not be able to sell the property for 3 years, and if they do there is a prorated return of grant funds. This would be secured by a lien that is filed during the 3-year period. Owners are expected to invest at least 10% into the project and only one grant per property can be applied for every 3 years.

As a comparison, a project done about 2 years ago in downtown of an approximate 2,500 square foot building received a fire alarm and fire sprinkler system on the first floor (retail) and second floor (apartments) and the cost was \$8,000 (alarm) \$24,150 (sprinklers). If a similar project were to apply under this program, the total cost of \$32,150 would receive a reimbursement of up to \$16,075. The comparison project also required a new 2-inch water line that cost \$13,750 but that received a Water Infrastructure Grant to separately assist with that piece.

The application process would be like the façade grant, whereby applications are reviewed by the Facade Advisory Committee with a recommendation to City Council for consideration.

The funds used to support this program would be from the Tax Increment Financing District #4, which is the basis for why the geographic boundaries of the program. The aerial is within the attached handbook.

BUDGET IMPACT: The Downtown Residential Fire Sprinkler Grant Program incentive would be funded from the Tax Increment Financing (TIF) Fund for TIF IV.

SUPPORTING DOCUMENTS:

1. Resolution for the Downtown Residential Fire Sprinkler Grant Program
2. Handbook for the Downtown Residential Fire Sprinkler Grant Program

RESOLUTION NO. _____

**RESOLUTION ESTABLISHING THE
DOWNTOWN RESIDENTIAL FIRE SPRINKLER GRANT PROGRAM**

WHEREAS, the City of Galesburg understands the importance of developing an attractive, and safe, downtown for residents and visitors; and

WHEREAS, the City recognizes that certain properties within the downtown suffer from blight, deterioration and obsolescence, excessive vacancies, below minimum code standards, thereby diminishing the value of properties within the downtown; and

WHEREAS, in accordance with the recommendations of the Galesburg Downtown Strategic Plan and the City's Comprehensive Plan, the City recognizes that providing incentives to encourage rehabilitation and reinvestment promotes an attractive downtown for residents and visitors and thereby enhances the business climate and vitality of the downtown; and

WHEREAS, the City seeks to stimulate redevelopment projects that will increase the number of safe, code compliant residential units in the Downtown Area as shown in EXHIBIT B; and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GALESBURG, ILLINOIS:

SECTION ONE: That the Downtown Residential Fire Sprinkler Grant Program is hereby established and shall operate in accordance with the regulations contained in EXHIBIT A;

SECTION TWO: The Downtown Residential Fire Sprinkler Grant Program can be funded from Tax Increment Finance District IV, the Economic Development Fund or other funds as designated by City Council for the purpose of providing grants for redevelopment projects;

SECTION THREE: The Facade Advisory Committee (hereinafter referred to as the "Committee") shall review any project considered under the Downtown Residential Fire Sprinkler Grant Program and recommend projects for City Council approval;

SECTION FOUR: That the Landmark Commission shall further review any project considered under the Downtown Residential Fire Sprinkler Grant Program when the project is located within a locally designated historic district or the subject property is a locally designated landmark;

SECTION FIVE: That all projects must be located within the geographically defined Downtown Area boundaries, as shown in the attached EXHIBIT B;

SECTION SIX: That the City Manager, or his/her designee, be and is hereby authorized and directed to establish program guidelines and negotiate terms for projects in accordance with the Program shown in the attached EXHIBIT A and prepare all documentation as needed;

SECTION SEVEN: That the City Council shall approve or deny all appropriations of funds for the Downtown Residential Fire Sprinkler Grant Program.

SECTION EIGHT: That this Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved this ____ day of _____, 2023 , by a roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

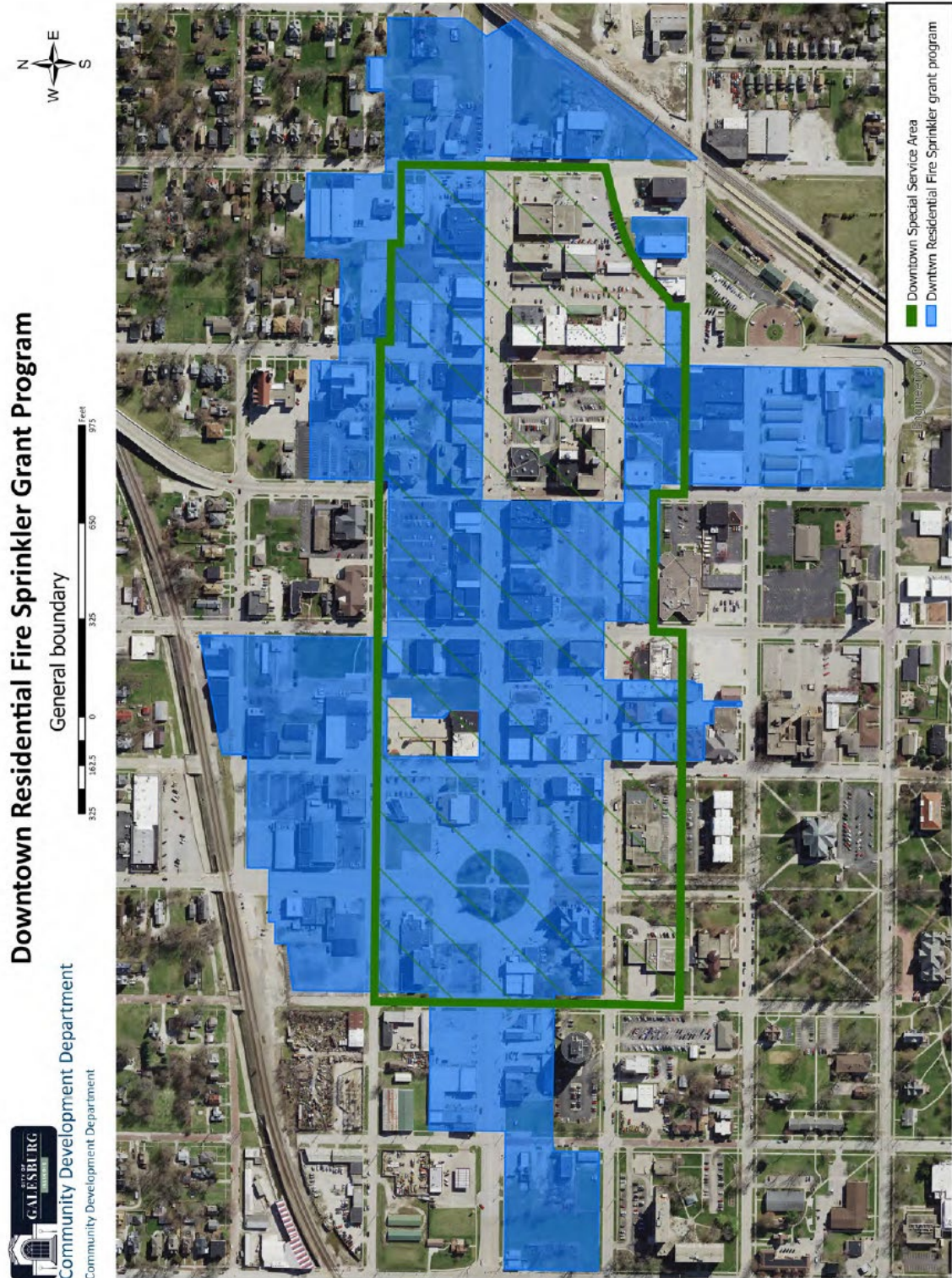
Kelli R. Bennewitz, City Clerk

EXHIBIT A**DOWNTOWN RESIDENTIAL FIRE SPRINKLER GRANT PROGRAM**

Geographic Area	Within the Downtown Area as shown in EXHIBIT B	
Responsible Entity	City of Galesburg	
Max Incentive Available per project	50% of total project cost not to exceed \$20,000	
Source of Fund	TIF IV, Economic Development or other funds as designated by City Council	
Prevailing Wage Rates	If only TIF funds are used, no prevailing wage rates apply	
Control of Project work	Grant recipients shall agree not to alter, modify, or remove improvements made for a period of three years.	
Project complete over/under budget	If project is completed under budget, final project costs shall be reviewed by the City to assure the amount to be reimbursed does not exceed the maximum % of project cost. If the project is over budget, the burden falls on the grant recipient.	
Cost Coverage prior to approval	Project activities started prior to the signing of the Grant Agreement are ineligible, with the exception of professional design fees as recommended by the Facade Advisory Committee and approved by City Council.	
Approval Process	1	Contact Community Development Department to determine eligibility and availability of funding
	2	Submit complete application package
	3	If applicable, the Landmark Commission will review for a Certificate of Appropriateness
	4	The Facade Advisory Committee will review the full application package and make a recommendation to the City Council
	5	The City Council will conduct a review and make a final decision
	6	If approved by Council, a Grant Agreement will be signed and recorded along with the lien on real estate, then the project may proceed

EXHIBIT B

DOWNTOWN RESIDENTIAL FIRE SPRINKLER GRANT PROGRAM BOUNDARIES



The information included in this map is intended to be advisory only and is NOT designed or intended to be used as a substitute for an accurate field survey, as performed by a Registered Land Surveyor, to determine precise property location



Downtown Residential Fire Sprinkler Grant Program Handbook

For Information Contact:

City of Galesburg
Community Development Department
55 W. Tompkins St. P.O. Box 1387
Galesburg, IL 61401
(309) 345-3619 Fax: (309) 345-5704
www.ci.galesburg.il.us

TABLE OF CONTENTS

SECTION 1 – DOWNTOWN RESIDENTIAL FIRE SPRINKLER GRANT PROGRAM

PROGRAM OVERVIEW

<i>PURPOSE</i>	3
<i>QUALIFYING STRUCTURES</i>	3
<i>FUNDING LIMITATIONS</i>	3
<i>ELIGIBLE ACTIVITIES</i>	3
<i>INELIGIBLE ACTIVITIES</i>	4

GRANT PROCEDURE

<i>GRANT APPLICATION SUBMISSION</i>	4
<i>LOCAL HISTORIC DISTRICT OR LOCAL LANDMARK</i>	4
<i>REVIEW OF GRANT APPLICATION</i>	4
<i>FINAL REVIEW BY CITY COUNCIL</i>	4
<i>FIRE ALARM SYSTEM AND FIRE SPRINKLER GRANT AGREEMENT AND CONSTRUCTION</i>	4
<i>MODIFICATION OF APPROVED PLANS</i>	4

GRANT REIMBURSEMENT PROCESS

<i>REQUEST FOR REIMBURSEMENT</i>	5
<i>DISBURSEMENT</i>	5
<i>ADDITIONAL COMMENTS</i>	5

ADDITIONAL INFORMATION

<i>ILLINOIS LICENSED DESIGN PROFESSIONAL</i>	5
<i>CONTRACTORS AND BID DOCUMENTS</i>	6
<i>QUALITY OF WORK</i>	6
<i>POST AWARD PROJECT ALTERATIONS</i>	6
<i>POST AWARD PROJECT MAINTENANCE AND SITE REDEVELOPMENT</i>	6
<i>DOWNTOWN FIRE ALARM SYSTEM AND FIRE SPRINKLER GRANT PROGRAM</i>	6
<i>FEDERAL INCOME TAX PROVISIONS</i>	7
<i>DISCLAIMER</i>	7

SECTION 2 - APPENDIX

APPENDIX A – DOWNTOWN AREA MAP	8
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SECTION 3 - FORMS

FORM A – FIRE ALARM SYSTEM AND FIRE SPRINKLER GRANT APPLICATION	9
FORM B – OWNER CONSENT	12
FORM C – LIEN ON REAL ESTATE	13

PROGRAM OVERVIEW

PURPOSE: The City of Galesburg Downtown Residential Fire Sprinkler Grant Program has been designed to assist and encourage an increase in residential units available in the Downtown while meeting adopted Construction Codes. It is believed this grant program will promote the safety, well-being, and retention of business operations by increasing residential occupants, and thereby enhance interest in visiting downtown.

QUALIFYING STRUCTURES: Qualifying structures include only those properties within the geographically defined Downtown Area as shown in Appendix A. Mixed use buildings containing combinations of retail, office and upper story residential apartments are encouraged, but recognizing apartment buildings within the defined Downtown area will also be beneficial. Building owners are eligible to apply.

FUNDING LIMITATIONS:

- Fire Alarm System & Fire Sprinkler installation is eligible for reimbursement from the City
- The City is willing to participate in a reimbursement of 50% of the total project cost, up to a maximum of \$20,000, subject to availability of funds.
- This grant is acceptable on the condition that the owner does not sell or transfer the property or any interest in the property for three (3) years from the date that the grant reimbursement payment was issued. If property owner sells building during the first three (3) years following completion of the work, property owner shall be obligated to reimburse City in the following amounts:
 - Year One: 100% of lien amount to be repaid
 - Year Two: 75% of lien amount to be repaid
 - Year Three: 50% of lien amount to be repaid
 - Year Four: 0% of lien amount to be repaid
- The Owner shall execute the attached lien as security in the event the property or any interest in the property is sold or transferred during the first three (3) years from the grant reimbursement payment.
- The city is authorized to record the lien with the Knox County Recorder's Office.
- The applicant is required to inject a minimum of 10% owner's equity into the project.
- Each property (i.e. each parcel) is eligible for 1 grant reimbursement every 3 years. If there is a new property owner within 3 years of a previous grant on the property, they may apply if it is a different project that does not remove items approved under the previous grant.

ELIGIBLE ACTIVITIES:

- Fire alarm system installation
- Fire alarm system repairs and or update of outdated alarm systems
- Fire sprinkler system installation
- Fire sprinkler system repairs and or update of outdated sprinkler systems

INELIGIBLE ACTIVITIES:

Specifically, ineligible activities include the following types:

- Expenses not directly related to the fire alarm system or fire sprinkler system.
- Removal of architectural details or covering of stable architectural details
- Parking lot paving or sidewalks
- Installation of seasonal planting or seasonal landscaping
- Refinancing existing debt and non-fixed improvements
- Facades
- Roof repairs
- Any project started prior to the signing of the fire alarm system/fire sprinkler system grant agreement except for architectural fees as recommended by city council
- “Sweat equity” work performed by the applicant, family members of the applicant or employees of the applicant, unless the work is done as an agent of a construction company which has provided a quote included in the original application and approved by City Council. General construction oversight and project administration work performed by the applicant, family members of the applicant or employees of the applicant are not eligible;
- Design elements changed during the project in which the applicant did not seek review and approval of the City Council will not be reimbursed.
- Nothing herein is intended to limit, restrict, or prohibit the OWNER(s) from undertaking any other work in or about the subject premises which is unrelated to the improvement provided for in this Agreement.

GRANT PROCEDURE

GRANT APPLICATION SUBMISSION: Submit Form A –Downtown Residential Fire Sprinkler Grant Program Application and all required attachments. Incomplete applications will not be considered, and in fact, should not be submitted. If applications are complete, it will be placed on the agenda for the next regularly scheduled meeting of the Facade Advisory Committee.

LOCAL HISTORIC DISTRICT OR LOCAL LANDMARK: A project within a Local Historic District or if it is a Local Landmark, may require a request for a Certificate of Appropriateness from the Galesburg Landmark Commission. Applicants are encouraged to attend the meeting when the application is considered.

REVIEW OF GRANT APPLICATION: The Facade Advisory Committee is made up of three members of the Galesburg Downtown Council, one member of the Galesburg Landmark Commission and three members at-large. Applicants are encouraged to attend the meeting when the application is considered. The Committee will review applications and make a recommendation to the City Council.

FINAL REVIEW BY CITY COUNCIL: Recommendations will be sent to the City Council for final consideration.

FIRE ALARM SYSTEM AND FIRE SPRINKLER GRANT AGREEMENT AND CONSTRUCTION: If the grant is approved by City Council, a Redevelopment Agreement will be signed and recorded. Improvements must be initiated within ninety (90) calendar days and completed by the date specified in the Redeveloper Agreement.

MODIFICATION OF APPROVED PLANS: If unable to substantially adhere to the work as described in the application, work should be halted as soon as is reasonable and the Community Development Department notified immediately. Work should not resume until the City has reviewed changes and, depending upon the extent of changes, it may require written permission of the City Council.

GRANT REIMBURSEMENT PROCESS

REQUEST FOR REIMBURSEMENT: Upon completion of the project, provide the following documentation:

1. Provide a letter requesting reimbursement and spreadsheet listing expenses.
2. Gather all paid receipts for the eligible project costs, including proof of payment (i.e. canceled check, vendor receipt, etc) making sure receipts match above mentioned spreadsheet.
3. Lien Waivers from each material dealer, contractor and subcontractor who has done work or has furnished materials for the Project
4. Provide photographs of completed project

DISBURSEMENT: The City shall, within forty-five (45) days of receipt of the contractor's statement and proof of payment issue a check to the OWNER(s) in amount as indicated herein.

ADDITIONAL COMMENTS: No funds will be disbursed without the above-mentioned documents. No funds will be disbursed if completed work does not accurately reflect the Project as submitted for approval by the City Council. No funds will be disbursed if the work which requires permits were not issued. No funds will be disbursed if the project does not meet all applicable codes.

ADDITIONAL INFORMATION

ILLINOIS LICENSED DESIGN PROFESSIONAL: Few people realize how complicated a construction process is, until they find themselves lost in the maze of design options, building codes, zoning laws, contractors and so on. No two building projects are exactly alike, so there is no single clear-cut path to follow. *It is for that reason that an Illinois licensed design professional is recommended for the following:*

- Construction documents. Drawings and specifications are the graphic and text descriptions of the project. Having a single, complete set of professional drawings and specifications to present to several prospective contractors allows an applicant to choose among comparable bids that are based upon the same expectations. Clear construction documents can also minimize costly delays and change orders.
- Contractor bidding process. A design professional can assist the applicant through the process of selecting a contractor. Since labor costs vary according to skill, experience and the contractor's overhead, a competitive bidding process allows an applicant to select a contractor based on cost and schedule as well as reputation and approach.
- Administer the Construction Contract. A design professional can make sure the project is built as it was designed, specified, and approved. The design professional analyzes and helps you make decisions about "change orders", which could affect your grant eligibility and your costs. Change orders are any changes proposed by the client or the contractor or changes required to address conditions that could not have been foreseen. Change orders that affect the approved Downtown Residential Fire Sprinkler Grant Program design must be brought to the attention of the City for review prior to that work being done.
- Project Administration. The design professional can be responsible for authorizing payments and receiving lien waivers to/from all contractors and subcontractors, giving you added assurance that both you and your architect are satisfied with the contractor's performance and product. The design professional may then submit all pay certifications, prevailing wage documents and lien waivers to the Community Development Department. Without these documents, the grant funds will not be released.

CONTRACTORS AND BID DOCUMENTS: Applicants are expected to make sound financial decisions. Evidence of three or more contractor bids or a statement of non-availability of contractors or services shall be submitted with the application. Bids from local contractors are encouraged. The City of Galesburg requires all General Contractors to be registered and all Electrical contractors to be licensed to perform work within the City.

An applicant who is also a registered/licensed contractor and intends on doing some of the renovation work must submit a complete bid during the bid process. If the bid is higher than other bids and the applicant intends on picking their own bid, there must be documented reasons provided as to why the bid is higher. The City Council will review all documentation to make their recommendation.

QUALITY OF WORK: All work under the Downtown Residential Fire Sprinkler Grant Program shall be performed in a professional and workmanlike manner. Prior to the work commencing, award recipients must secure applicable Federal, State, County and City permits. All proposed and actual work must conform to all applicable rules and regulations of all regulatory agencies and bodies of Federal, State, County and City governments. All completed work must pass appropriate inspection(s) of the applicable reviewing agency. The City reserves the right to withhold the grant reimbursement payment should the final inspection reveal that work performed was not completed in a professional and workmanlike manner and/or has not successfully passed all applicable inspections.

POST AWARD PROJECT ALTERATIONS: Grant recipients shall agree not to alter, modify, or remove the improvements made in accordance with the Downtown Residential Fire Sprinkler Grant Program for a period of three (3) years from the date the grant is disbursed without recommendation by the City Council and written permission of the City Council. The Facade Advisory Committee may recommend approval of such alterations, modifications, or removal of the improvements when it determines that the proposed work would not undermine the goals, objectives, and policies of the grant program. If changes are made without seeking approval of the City Council, the City may take legal action to recoup the grant dollars.

POST AWARD PROJECT MAINTENANCE AND SITE REDEVELOPMENT: In accordance with the Downtown Residential Fire Sprinkler Grant Program Agreement, the award recipient shall agree to maintain the improvements for a period of three (3) years from the date of grant disbursement. If the owner of the building seeks to redevelop the building site within the three (3) year period, and such redevelopment would include the removal of the Downtown Residential Fire Sprinkler Grant Program improvements, the grantee must come before the City Council to present the planned development. The City Council shall review to assure compliance with program guidelines, and make a final decision.

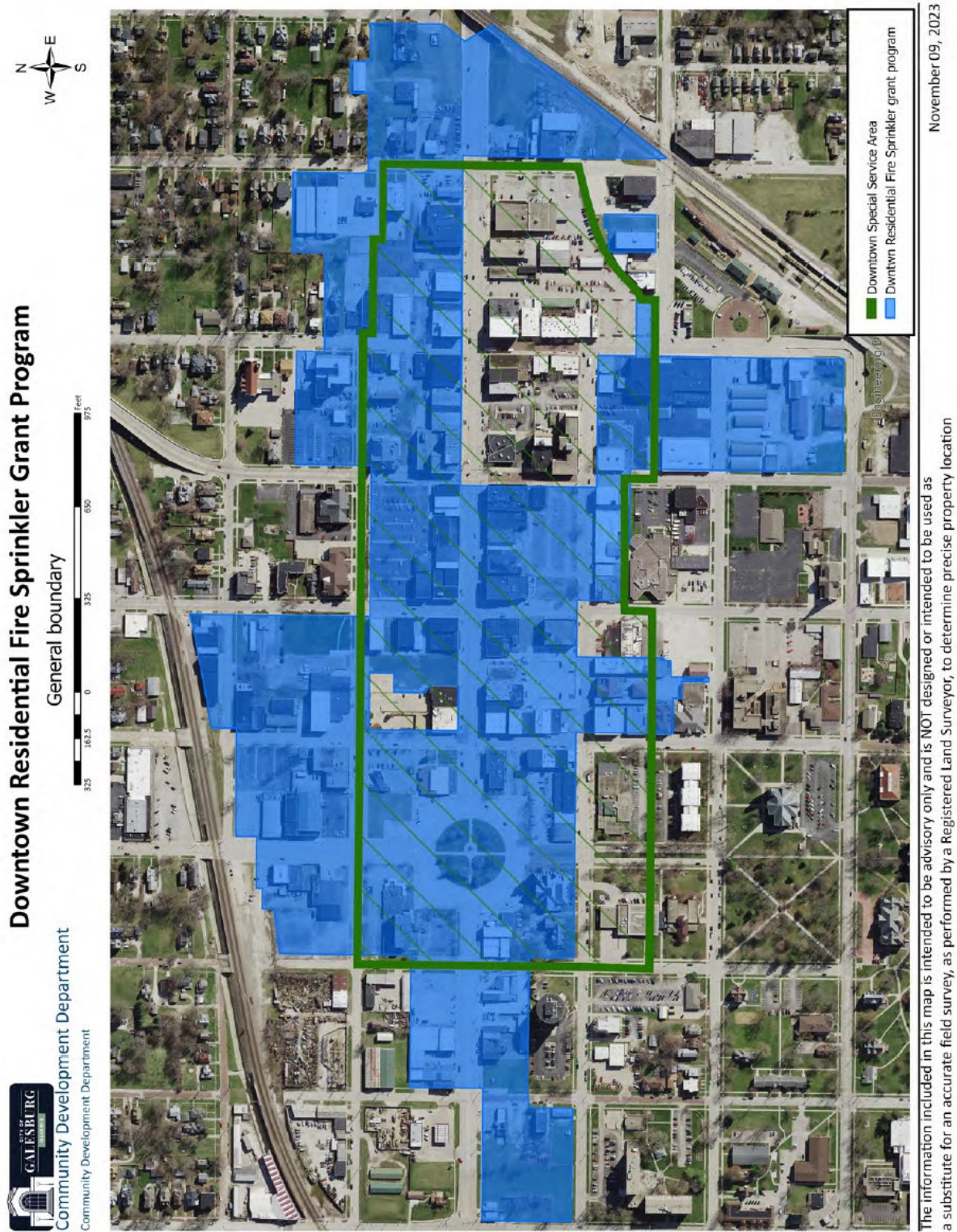
DOWNTOWN FIRE ALARM SYSTEM AND FIRE SPRINKLER GRANT PROGRAM: If the City Council has authorized funding for the Downtown Residential Fire Sprinkler Grant, it shall be at their sole discretion to review and determine whether there is a need to reauthorize the continuation of this program. Grant area is subject to modification upon the action of the City Council. As properties are improved, the grant area boundaries may be reduced, expanded or otherwise changed by the City Council as justified and recommended by the City Council.

FEDERAL INCOME TAX PROVISIONS: This grant may be treated as income subject to Federal Income Tax provisions. The City of Galesburg is not liable for any tax implications resulting from the grant. Applicants should consult a tax advisor for clarification.

DISCLAIMER: The City Council and/or City of Galesburg shall not be responsible for the planning, design, or construction of improvements to subject property. No warranties or guarantees are expressed or implied by the description of, application for or participation in the Downtown Residential Fire Sprinkler Grant Program. The applicant is advised to consult with licensed architects, engineers, building contractors and attorneys before proceeding with final plans or construction.

APPENDIX - A

DOWNTOWN AREA MAP



FORM - A

Please print or type requested information and submit it to the Community Development Department. **Please be aware, once information is submitted, it is considered public information.**

ATTACHMENTS (READ CAREFULLY — ALL ITEMS ARE REQUIRED AND MUST BE ATTACHED)

- ☐ **PROOF OF BUILDING OWNERSHIP AND FULL LEGAL DESCRIPTION OF PROPERTY** - Such as a copy of the recorded deed
- ☐ **OWNER CONSENT FORM** – Required if the applicant/primary contact is not the owner of the project real estate
- ☐ **REAL ESTATE TAXES** - Proof that there are no unpaid or delinquent property taxes must be provided
- ☐ **PROPERTY INSURANCE** - Proof of current property and casualty insurance
- ☐ **NARRATIVE PROJECT DESCRIPTION:** A typed statement of what the renovation project will include. Please provide as much detail as possible.
- ☐ **PHOTOGRAPH(S) OF EXISTING FACADE** – Submit several photos of your building in its current condition. Be sure to label each photo and indicate what improvements you are proposing to make in each.
- ☐ **DRAWINGS OF PROPOSED IMPROVEMENTS** - Conceptual plans, including floor layouts, should be provided with the application. If the project is approved, Fire Alarm and Sprinkler plans will need to be submitted to the Galesburg Fire Department and Community Development Department for review and permits.
- ☐ **DETAILED COST ESTIMATES/BIDS FOR PROPOSED IMPROVEMENTS** - A minimum of three (3) qualified bids for all Fire Alarm System & Fire Sprinkler work to be performed, or a statement of non-availability of contractors or services. Indicate what contractors you are proposing to use on the project. Bids should provide enough detail to make the proposed scope of work clear (quantity, cost and type of work). If an applicant finds the submitted bids are not satisfactory, a new bid process may be required.
- ☐ **LETTER OF COMMITMENT.** A letter of commitment shall be provided from all entities providing funds. This includes verification the owner has the required 10% owner's equity available for the project.

PROJECT INFORMATION

ANTICIPATED PROJECT START DATE: _____ (PROJECT MUST START WITHIN 180 DAYS OF SIGNING FACADE GRANT AGREEMENT)

ANTICIPATED PROJECT COMPLETION DATE: _____ (PROJECT MUST BE COMPLETE WITHIN 1 YEAR OF SIGNING GRANT AGREEMENT)

PROJECT ADDRESS: _____ PARCEL IDENTIFICATION NUMBER: 99-____-____-_____

BUSINESS TO BE AFFECTED BY THIS PROJECT:

HAVE YOU RECEIVED A FIRE ALARM & SPRINKLER GRANT IN THE PAST? YES ____ NO ____ WHAT YEAR? _____

CONTACT NAME: _____ DAY PHONE #: _____

MAILING ADDRESS: _____ EMAIL: _____

IS THE BUILDING LOCATED IN A LOCAL HISTORIC DISTRICT OR A LOCAL LANDMARK? YES ____ NO ____

TOTAL ESTIMATED PROJECT COST: \$ _____

OWNERS EQUITY (MUST BE AT LEAST 10% OF PROJECT COST): \$ _____ GRANT REQUEST: \$ _____

JOBS CREATED OR RETAINED AS A RESULT OF THIS FACADE PROJECT (USE SEPARATE SHEET IF NECESSARY):

		# Full-time	# Part-time
--	--	-------------	-------------

Job Classification	Salary Range	# Retained	# Created	# Retained	# Created

PROJECT COST ESTIMATE

DESCRIPTION OF WORK AND/OR MATERIAL (PLEASE REFERENCE APPROPRIATE QUOTE)	QUANTITY	UNIT COST	EXTENSION
FIRE SPRINKLER			
FIRE ALARM			
<i>OTHER CONSTRUCTION COSTS:</i>			
CONTINGENCIES			
SOFT COSTS			
ARCHITECT/ENGINEERING FEES			
CONSTRUCTION PERMITS			
<i>OTHER SOFT COSTS:</i>			
TOTAL FIRE ALARM SYSTEM AND FIRE SPRINKLER PROJECT COSTS			
<i>*Minimum of \$20,000 to be eligible for Downtown Residential Fire Sprinkler Grant funding</i>			

APPLICANT SIGNATURE

I UNDERSTAND THAT MY SUBMISSION OF AN APPLICATION DOES NOT CONSTITUTE A GUARANTEE FOR FUNDING UNDER THE DOWNTOWN FIRE ALARM SYSTEM & FIRES SPRINKLER GRANT PROGRAM. I CERTIFY THAT ALL INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND IF APPROVED, WORK WILL BE COMPLETED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DOWNTOWN RESIDENTIAL FIRE SPRINKLER GRANT PROGRAM HANDBOOK, ZONING PROVISIONS, AND CONSTRUCTION CODES.

BY SIGNING BELOW, THE APPLICANT ACKNOWLEDGES THAT HE/SHE HAS RECEIVED AND READ THE PROGRAM GUIDELINES FOR THE DOWNTOWN FACADE REDEVELOPMENT GRANT PROGRAM. ALSO, THE APPLICANT ACKNOWLEDGES THAT HE/SHE IS DULY AUTHORIZED TO ACT ON BEHALF OF THE COMPANY AND/OR EACH PRINCIPAL OF THE COMPANY AND THAT THE COMPANY IS PROPERLY ORGANIZED AND LICENSED TO CONDUCT BUSINESS IN THE STATE OF ILLINOIS.

Please return the completed application to:

Community Development Department of Galesburg, Illinois:

Phone: (309) 345-3637

Fax: (309) 345-5704

Address: 55 W Tompkins St., Galesburg, IL 61401

If you need assistance with the application and/or have general inquiries, please call the Community and Development Department.

OWNER CONSENT FORM - B

If the applicant/primary contact does not own the property, this form must be completed by the property owner and submitted with the application. Read carefully and please print or type requested information.

The undersigned owner of the existing building located at: _____ **(Address)** hereby grant permission to _____ **(Applicant/Primary contact)** to act on behalf of the owner for this funding request and has the authority to deal with the property and Downtown Residential Fire Sprinkler Grant request in all aspects. I understand that I will be required to jointly (with the applicant/primary contact) enter into a Fire Alarm System & Fire Sprinkler Grant Agreement with the City of Galesburg.

I further grant my permission to _____ **(Applicant/Primary contact)** and his/her contractors or agents to implement the improvements listed on the Façade Application or associated attachments as approved through the City Council. The undersigned also agrees to work with the applicant/primary contact to adhere to the program requirements, which include maintaining the improvements authorized by the Fire Alarm System & Fire Sprinkler Grant Program for a period of three years from the date of grant disbursement. If the owner desires to redevelop the building within the three year period, they will come before the City Council to present the planned development.

I certify that I have received a copy of the Downtown Residential Fire Sprinkler Grant Program Handbook from the applicant/primary contact and am fully aware of what is being proposed. The undersigned agrees and understands it will be the applicant's/primary contact's responsibility to inform all other interested parties of any correspondence and the status of the Downtown Residential Fire Sprinkler Grant funding and program.

The undersigned hereby waives any claim against the City of Galesburg arising out of the use of said grant funds for the purposes set forth in the Fire Alarm System & Fire Sprinkler Grant Application. The undersigned agrees to hold the City harmless for any charges, damages, claims or liens arising out of the Applicant's participation in the Downtown Residential Fire Sprinkler Grant Program.

In witness whereof, the owner has hereunto set his hand and seal, or if a corporation, has caused this instrument to be signed in its corporate name by its duly authorized officer and its seal to e hereunto affixed by authority of its Board of Directors, if a Partnership by its Partners, if a LLC, by its Members/Managers, etc.

Company Name

Corporate Seal

By: _____ (Seal)

By: _____ (Seal)

Name: _____

Name: _____

Title: _____

Title: _____

LIEN ON REAL ESTATE FORM - C

Prepared by: Community Development
55 W Tompkins St
Galesburg, IL 61401

City of Galesburg

Mail to: Community Development
City of Galesburg
55 W Tompkins St
Galesburg, IL 61401

LIEN ON REAL ESTATE

Owner's Name:

Subject Property Address:

PIN:

Lien/Grant Amount:

Legal Description of the Subject Property is attached to this Lien as Exhibit A.

The Owner has received a grant through the Downtown Residential Fire Sprinkler Grant Program of the City of Galesburg. In accordance with that program, the Owner has consented to the City of Galesburg having a lien on the Subject Property in the amount of the grant under the terms and conditions set forth in the grant agreement. This lien secures that obligation to the City of Galesburg. The amount received by the Owner shall be repaid by the Owner if the Owner sells or otherwise disposes of the property during the first three (3) years of the award of the grant in accordance with the following schedule:

- Year One: 100% of lien amount to be repaid
- Year Two: 75% of lien amount to be repaid
- Year Three: 50% of lien amount to be repaid
- Year Four: 0% of lien amount to be repaid

If the Subject Property is not sold by the Owner within three (3) years of the payment of the grant, then this lien shall automatically be extinguished without further action by the City or the recording of a release. This lien is subject to foreclosure or collection through any legal remedy if the underlying obligation is not paid by the Owner.

City Official: _____ Title: _____

Owner Signature: _____ Date: _____

The undersigned Notary Public of Knox County, Illinois does hereby certify that the person(s) named above signed this document before me and that the signator(s) knew the nature of the document that was signed and did so as a free and voluntary act on the _____ day of _____, 20____.

Notary Public

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 20, 2023**

AGENDA ITEM: A resolution authorizing the City of Galesburg to opt-in to the PFAS settlement against DuPont and 3M.

SUMMARY RECOMMENDATION: The Interim City Manager and City Attorney recommend approval of opting in for the settlement of litigation related to the elevated levels of PFAS in wells located at the City's Oquawka water treatment facility.

BACKGROUND: On April 19, 2021 the Galesburg City Council approved a legal services agreement with Baron & Budd P.C. and Cossich, Sumich, and Pariola & Taylor, LLC. The attorneys pursued litigation against the manufacturers, suppliers, and other defendants responsible for the damages the City may suffer due to elevated levels of PFAS in wells located at the City's Oquawka water treatment facility.

At this time, partial settlements of the pending PFAS litigation as it relates to DuPont (and entities related to DuPont) and 3M have been achieved. The attached resolution authorizes proceeding with settlement agreements with DuPont and 3M. The resolution further instructs legal counsel to not opt out of either settlement, and take all necessary steps to participate in the claims process associated with each settlement.

BUDGET IMPACT: The exact settlement received by Galesburg is undetermined at this stage. Once a final settlement has been reached a settlement agreement will be provided for council approval.

SUPPORTING DOCUMENTS:

1. Resolution

Resolution No. _____

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, ILLINOIS AS FOLLOWS:

SECTION 1 That the Council met to discuss the participation in two partial settlements of the pending PFAS litigation as it relates to DuPont (and entities related to DuPont) and 3M.

SECTION 2 That the Council approves proceeding with the settlement agreements with DuPont (and entities related to DuPont) and 3M and hereby authorizes and instructs retained legal counsel not to opt out of either settlement and to take all necessary steps for City of Galesburg to participate in the claims process associated with each settlement.

SECTION 3 That the Council authorizes the Mayor and City Clerk to execute any and all documents in furtherance of the same.

SECTION 4 That this Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved this ____ day of _____, 2023, by a roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

TRAFFIC ADVISORY COMMITTEE

NOVEMBER 2023 REPORT

MISSION: To provide technical recommendations for policy decisions by the City Council in order to create safe, efficient, serviceable streets for residents, visitors, and public safety operation

23-07> Request to address on street parking issues on Monroe Street near Hackberry Road (Ward 7, Ald. Cheesman)

- A request was made to address issues with street parking on Monroe Street near Hackberry Rd.
- The following information should be considered regarding this issue:
 - Monroe St. is 28 feet wide. Two-way traffic is feasible if there is a car parked on one side but not on both sides.
 - Parking is currently allowed on both sides of the street.
 - The main area of concern is near a curve in the roadway, which limits site distance for motorists.
 - There are multiple duplex apartments in the area with limited off-street parking available for the tenants.
 - From 2020-2023, there was one crash, a sideswipe of a parked vehicle. From 2011-2016, there were two crashes. One occurred in a driveway and the other was a vehicle leaving the roadway.
- A similar request was brought to TAC in 2016. At the time, the residents were surveyed regarding restricting parking on the East side of Monroe. The results were as follows:
 - 5 yes to restricting parking
 - 5 no change
 - 3 yes, but only if the cars parked on Monroe are not displaced to the cul-de-sac

TAC recommended no change at the time due to the mixed results of the survey and the lack of crash history.
- The residents were resurveyed this September and the results were as follows:
 - 6 yes
 - 3 no
 - 1 yes, but only if the cars parked on Monroe are not displaced to the cul-de-sac
- The Committee agreed that restricting parking on the east side of Monroe would only move the parking issue to the other side of the street or into the cul-de-sac, as there is not enough off-street parking to accommodate the duplexes in the area. However, the Committee felt that parking on both sides of the street should not be allowed due to the curve in the roadway and the narrow width of the street. It was

agreed to contact the residents again for comment regarding restricting the parking on the west side of Monroe instead.

Recommendation: Contact residents regarding restricting parking on the west side of Monroe near the curve in the roadway.

23-08> Request to address speeding concerns on Harding Street (Ward 4, Ald. White)

- A request was made by a resident to address speeding concerns on Harding Street between Monmouth Blvd. and South Street.
- The following information should be considered regarding this issue:
 - Harding Street is a low-volume residential seal coat street with a speed limit of 30 mph
 - Speed statistic data was gathered showing the 85th percentile speed was 25 mph. 99.3% of vehicles in the study were traveling at or below the speed limit of 30 mph.
- The Committee agreed that the speed data collected did not show speeding to be prevalent and no change was needed.

Recommendation: No change

23-09> Request to further restrict parking near a mid-block crosswalk on Prairie Street between South Street and Berrien Street. (Ward 4, Ald. White)

- A request was made by a resident to the City Manager to look at the parking near the mid-block crosswalk on Prairie Street between South Street and Berrien Street. The requestor stated that due to parked vehicles, it is difficult for pedestrians to see oncoming vehicles.
 - The following information should be considered regarding this issue:
 - The City has an ordinance that restricts parking within 20 feet of a marked crosswalk
 - The parking restriction is marked by way of the curb being painted yellow. The distances of the yellow markings are approximately as follows:
 - NE: 15 ft
 - SE: 30 ft (there is also a hydrant in this area)
 - SW: 30 ft
 - NW: 70 ft (includes marked no parking and the driveway)
 - Due to Knox College having campus buildings nearby and on both sides of the street, this crosswalk is most likely heavily used by students walking to campus buildings. It also likely has a lot of on-street parking, as there is not a significant amount of off-street parking in the immediate area.
 - The Committee discussed that the parking restrictions and visibility near the crosswalk is sufficient in all but the northeast side of the crosswalk. The marked parking restriction will be extended to reflect the required 20' restriction.
-

Location Map



Recommendation: Extend painted curb to a minimum of 20 feet on the northeast side of the crosswalk.

23-10> Request to install stop signs or yield signs at “T” intersections along Walsh Avenue between Brown Avenue and Bateman Street (Ward 1, Ald. Hix)

- A request was made by a resident to the City Manager to install traffic control devices such as stop signs on the side streets at the “T” intersections along Walsh Avenue between Brown Avenue and Bateman Street.
- The following information should be considered regarding this issue:
 - o There are 5 total intersections. 4 have no traffic control device, 1 (Florence Avenue) has a stop sign.
 - o Motorists travelling on the road that terminates at the “T” intersection are required to stop or yield by law, regardless of the presence of a traffic control device such as a stop or yield sign.
 - o No sight distance issues were observed that would restrict the view of motorists on the side streets. There is also no parking on the south side of Walsh.
- In March 2022, TAC reviewed a similar request for the intersection of Walsh Avenue and Willard Street. Crash reports were reviewed at the time, and there were no crashes at the intersection. TAC recommended no change be made.
- There was one crash in the last 3 years related to a motorist not stopping or yielding at one of the T-intersections along Walsh Ave. The crash resulted in an injury.
- The Committee agreed that installing traffic control signs at each intersection would allow for consistency since one of the intersections, Florence Ave., has a traffic control device. Also, there are other “T” intersections in the City that have yield signs. The Committee recommends installing yield signs at Brown Ave., Beecher Ave., Willard St., and Bateman St.

Recommendation: Install yield signs at four intersections along Walsh St. between Brown Ave. and Bateman St.

23-11> Request to install designated parking in front of Stone Hayes Center on Prairie Street. (Ward 5, Ald. Acerra)

- A request was made by Stone Hayes Center located on Prairie Street between Main Street and Ferris Street to install a short-term parking designated spot in front of their building, or designate a handicapped parking spot in the on-street parking space.
 - The following information should be considered regarding this issue:
 - o In the past, the City has designated a small number of 15-minute on street parking spaces in the downtown area.
 - o 2-hour parking signs have been installed in the downtown area but are not enforceable and are considered courtesy signs.
 - o There are four handicapped parking spaces in Parking Lot A adjacent to the Stone Hayes Center building.
-

- o There are no on-street handicap parking spaces on that block.
- o The City Manager has the authority to designate handicapped parking spaces.
- This area of the downtown, particularly Parking Lot A, has been the subject of numerous TAC requests due to parking issues. Parking lot time limits were recently designated in parts of Parking Lot A to assist with parking turnover. Two-hour parking courtesy signs were recently installed across the street from Stone Hayes Center as a result of a similar request.
- The Committee agreed that sufficient handicapped parking was available nearby and that this location was not a candidate for 15-minute parking. It is recommended to install 2-hour courtesy parking signs in front of the building

Location Map



Recommendation: Install 2-hour courtesy parking sign.

23-12> Request to install STOP signs and a “blind person area” sign in the 800 block of Avenue A (Ward 4, Ald. White)

- A request was made by a resident to install STOP signs to deter speeding and to install a “blind person area” sign in the 800 block of Avenue A.
- The following information should be considered regarding the request for a STOP sign:
 - o Avenue A is a low-volume residential seal coat street.
 - o Avenue A is the through street between W 4th Street and W. 2nd Street. Avenue A traffic yields to traffic on W. 2nd Street.
 - o The MUTCD recommends the use of STOP signs on the minor street approach because of one or more of the following conditions:
 - *The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
 - *A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
 - *Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*
 - o The installation of stop signs as a method of addressing speeding is not recommended by the MUTCD.
- The following information should be considered regarding the request for a blind pedestrian sign:
 - o Deaf/blind pedestrian signs have been removed as warning signs from the MUTCD.
 - o Deaf/blind pedestrian signs can create a false sense of security for pedestrians and have been shown to not influence motorist behavior.
- Based on the information presented regarding the use of “blind person area” signs and the recommended use of STOP signs, the committee recommend no change be made.

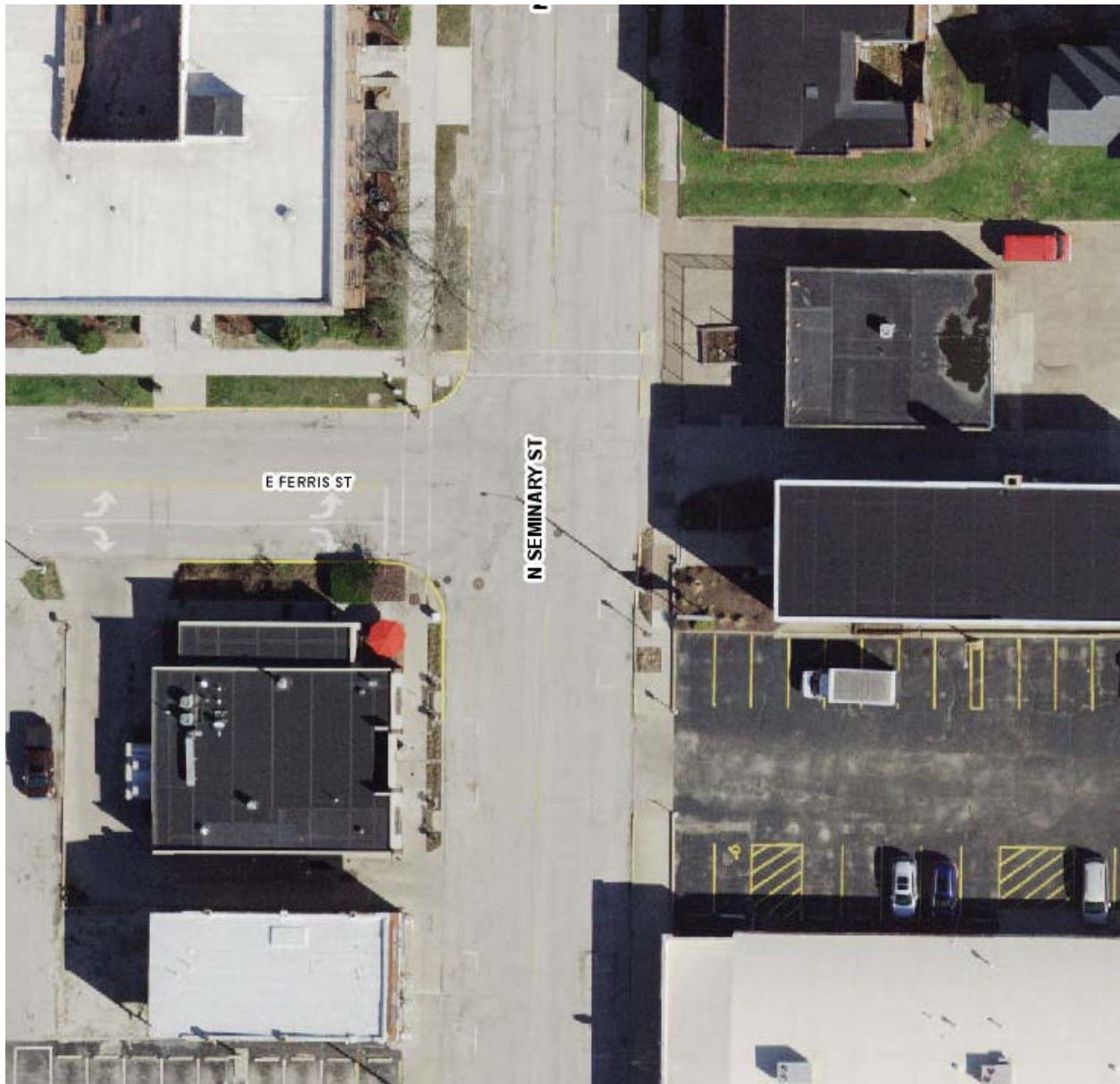
Recommendation: No change

23-13> Request to install an all-way stop at the intersection of Seminary Street and Ferris Street and add a crosswalk across Seminary Street at Ferris Street (Ward 5, Ald. Acerra)

- A request was made by a representative from the Knox-Galesburg Symphony to install an all-way stop at the intersection of Seminary Street and Ferris Street and install an additional marked crosswalk across Seminary Street.

- The following criteria should be considered for a multi-way STOP sign installation:
 - Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
 - Minimum volumes:
 - The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
 - The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
 - If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
 - Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.
 - There is currently a marked crosswalk across Seminary Street on the north side of the intersection.
 - Crash reports from the previous 3 years were reviewed. There was one crash at the intersection and it involved a bicycle travelling southbound on Seminary St. striking a vehicle exiting Ferris St. onto Seminary St. There were no crashes that are susceptible to correction by installing stop signs on Seminary St.
 - The Committee agreed that since there is an existing crosswalk on the north side, adding another crosswalk on the south side is not recommended. There is not existing curb cuts for a crosswalk, and due to utilities it may be difficult to add them in. It would also eliminate an on-street parking space.
 - The Committee also agreed that due to the lack of crash history, not using STOP signs to deter speeding, and the other warrants not being met, it is not recommended to install an all-way stop intersection.
-

Location Map

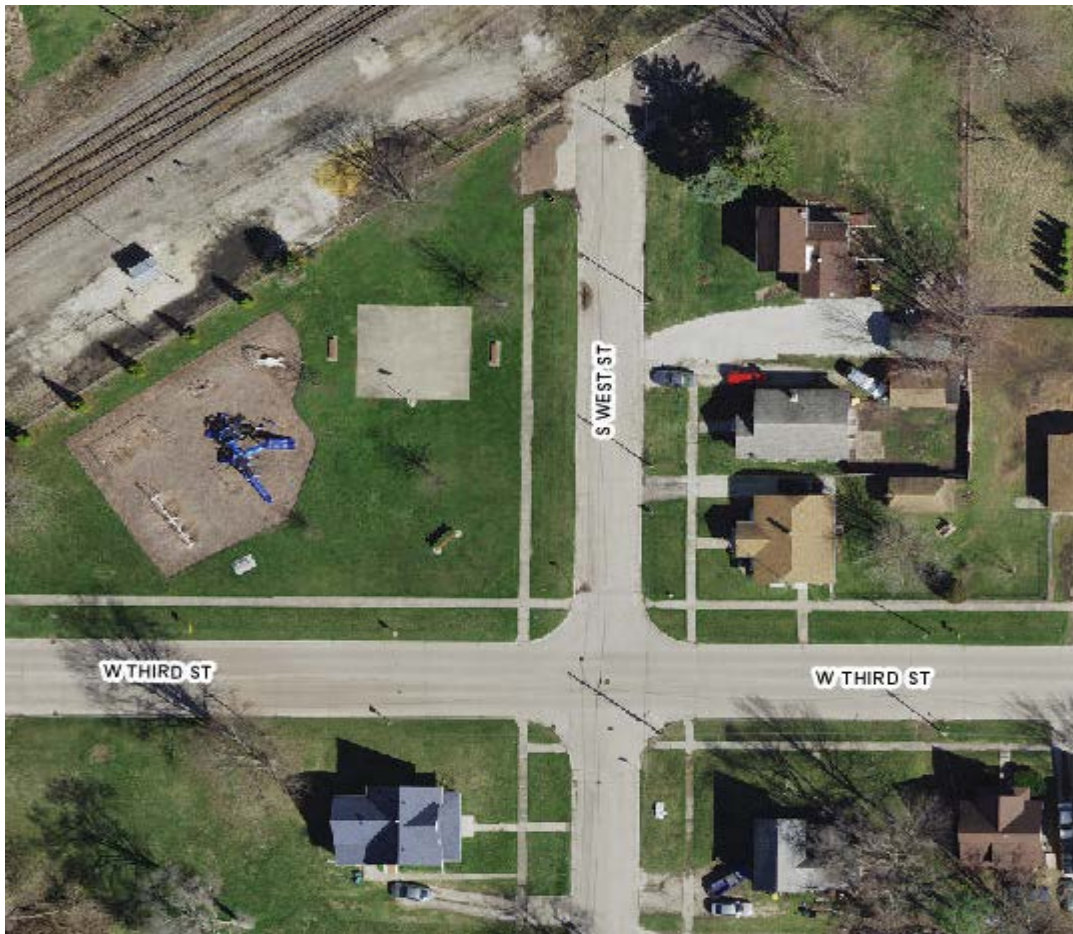


Recommendation: No change

23-14> Request to address an issue with vehicles at Rogers Park parking across from a driveway at 867 S. West St. (Ward 4, Ald. White)

- A request was made by a resident to address an issue with vehicles parking across from their driveway at 867 S. West St. Rogers Park is across the street from this address.
 - West St. is approximately 24 feet wide in this location and parking is allowed on both sides of the street.
 - Parking is not allowed on the north side of W. 3rd St. adjacent to the park.
 - There is no off-street parking for Rogers Park.
 - The City has, in the past, installed a restricted parking area across from a driveway. However, this has been done on narrow one-way streets that were approximately 18 feet wide.
 - Due to the width of the street, the committee agreed that this location was not a candidate for adding a parking restriction for the space across from the driveway only. Also, since there is no parking on W. Third St. and no off-street parking at the park, it is not recommended to restrict parking on the entirety of S. West St. on the west side. No change is recommended.
-

Location Map



Recommendation: No change

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 20, 2023**

AGENDA ITEM: Consider a non-binding site control letter regarding Lot 2 of the Greenspace Subdivision, located at 905 Maple Ave.

SUMMARY RECOMMENDATION: The Interim City Manager and Director of Community Development recommend approval to sign the letter, which is necessary for Bywater Development Group to submit for the Preliminary Project Assessment (PPA) through the Illinois Housing Development Authority (IHDA).

BACKGROUND: After passing an ordinance, advertising in a local newspaper, and sending a Request for Bids to 29 potential developers, one bid was received and opened at the November 6, 2023 Council meeting. When the City took ownership of the property, Community Unit School District No. 205 had a First Right of Refusal. The City notified C.U.S.D. 205 and at their November 13, 2023 meeting, they voted to waive their right to purchase.

Bywater Development Group is proposing an adaptive reuse, by converting the former school into 58 to 62 apartments for active seniors aged 55 and above. Approximately 80% one-bedroom and 20% two-bedroom. The project is estimated to be just over \$17M, much of which will rely on them obtaining Low Income Housing Tax Credits (LIHTC). These credits require an application process to the Illinois Housing Development Authority (IHDA), and it is a very competitive process. Step one in the LIHTC application process is to submit a PPA to IHDA by December 8th, which requires the attached letter to be signed by the City. IHDA anticipates notifying PPA applicants if they were approved or denied by February 2, 2024 – this does not guarantee an allocation of tax credits at that point but does provide for the project to move on to the next step. The next step would be the submittal of a Final IHDA application by March 29, 2024 and this would require an Option to Purchase be executed between the City and Bywater. IHDA anticipates announcing successful applicants by July 19, 2024. If approved, we would anticipate a closing date to sell the property by March 2025.

The purchase price of the property would be \$305,000. The property appraisal for the approximate 6.5 acre property with the 87,027 square foot building is \$260,000. This represents the most probable price the property would bring in a competitive and open market. The estimated value of the kitchen equipment is about \$15,000. The contents of the building were also separately appraised and came to \$6,700.

Bywater Development Group was founded in 2013 with a focus on new development, preservation, and redevelopment of affordable housing. They have completed the development of/or full rehabilitation of 493 total units that are owned/controlled by Bywater and in operation. Additionally, Bywater has another 216 units presently under construction, all of which are slated to be completed and fully operational within the next 6 to 8 months.

Low Income Housing Tax Credits (LIHTC) are a financing tool used by developers to fund a project. This tax credit has been around since about 1986 and is a popular tool used for adaptive reuse of buildings from one use to a residential use - which is why the application process for LIHTC is so competitive. In very general terms, below is how tax credits work: 1. The Federal Government issues tax credits to States 2. The State Housing agencies then offer the credits through a competitive application process to developers 3. Developers that get the credits then sell the credits to private investors to obtain up front funding to do a project. (Depending upon market conditions, a developer may sell such credits for \$.80 cents on the dollar). 4. Once the housing project is complete and made available to tenants, the investors can claim the tax credits, generally over a 10-year period.

In regard to the low income portion, developers/owners must meet income test for tenants and there are 3 ways to do so:

1. At least 20% of the project's units are occupied by tenants with an income of 50 percent or less of area median income adjusted for family size (AMI).
2. At least 40% of the units are occupied by tenants with an income of 60 percent or less of AMI.
3. At least 40% of the units are occupied by tenants with income averaging no more than 60 percent of AMI, and no units are occupied by tenants with income greater than 80 percent of AMI.

They also must meet a gross rent test:

- Rents do not exceed 30% of either 50 or 60 percent of AMI, depending upon the share of tax credit rental units in the project.

All LIHTC projects must comply with the income and rent tests for 15 years or credits are recaptured. In addition, an extended compliance period (30 years in total) is generally imposed.

FY 2023 Income Limits Summary

FY 2023 Income Limit Area	Median Family Income	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Knox County, IL	\$77,800	Very Low (50%) Income Limits (\$)	28,150	32,150	36,150	40,150	43,400	46,600	49,800	53,000
		Extremely Low Income Limits (\$)*	16,900	19,720	24,860	30,000	35,140	40,280	45,420	50,560
		Low (80%) Income Limits (\$)	45,000	51,400	57,850	64,250	69,400	74,550	79,700	84,850

BUDGET IMPACT: There is no anticipated budget impact if the signing of the letter is approved.

SUPPORTING DOCUMENTS:

1. Letter to IHDA
- cc: File Copy



Community Development Department

November 20, 2023

Illinois Housing Development Authority ("IHDA")
111 E. Wacker Dr., Suite 1000
Chicago, IL 60601
Attn: Multifamily Finance Staff

Dear IHDA Representatives:

Please be advised that the City of Galesburg ("the City") is actively pursuing and working to catalyze the redevelopment of the former Churchill Junior High School located at 905 Maple Ave. This property was taken out of operation by the School District on June 9, 2022. On September 23, 2022, a deed was recorded which transferred ownership of the property from Galesburg Community Unit School District No. 205 to the City of Galesburg. Since that time, we have worked diligently to address this vacancy.

On October 6, 2023 the City posted, published, and advertised a Request for Bids for the redevelopment of this property with the goal of attracting a potential developer partner to undertake the adaptive re-use and re-activation of the property. Bids/proposals were due to the City on November 6, 2023 and were opened and read at the City Council meeting that evening. A team led by Bywater Development Group (the "Developer") submitted a bid proposal that involves converting the use of the former school buildings into high quality, affordable housing for seniors aged 55 and older. Their conceptual plan involves a mix of one- and two-bedroom apartments and a significant number of common amenities to serve the prospective senior residents of the property. In addition, the development team has indicated that the design will also include a focus on sustainable building practices and a high level of accessibility features.

The City favors this proposal and is eager to work with Bywater Development Group's larger team to advance their proposed redevelopment. The City understands that the development team will be applying to IHDA for development financing needed to make this plan financially feasible – and that the first step in this process is submitting a Preliminary Project Assessment ("PPA") to IHDA. As such, we provide this letter to indicate our intent to convey the property (which is depicted on the attached Exhibit A) to the developer for this proposed redevelopment. The amount of this sale will be \$305,000, which is the amount the developer indicated in their bid response to the City.



Community Development Department

In addition, we also understand that following the PPA the next step in the IHDA application process is the submission of a full financing application to IHDA by the developer. We understand that the due date of this application is presently stated as March 29, 2024. The City commits to work in good faith with the developer on all matters that pertain to their application to IHDA. In addition, and subject to formal City Council approval, we intended to enter into a formal Purchase Agreement with the developer for the subject property that defines all terms and conditions and to have this Agreement in place in advance of your March 29th deadline.

We thank you for your time and attention to this matter. We look forward to working with Bywater Development Group and IHDA on this exciting and much-needed development. If you have any questions or need additional information on this matter please do not hesitate to be in contact with Steve Gugliotta, Director of Community Development at 309/345-3637 steveg@ci.galesburg.il.us

Sincerely,

Peter Schwartzman
Mayor

Enclosure

CITY OF GALESBURG ILLINOIS

Community Development Department

Exhibit A

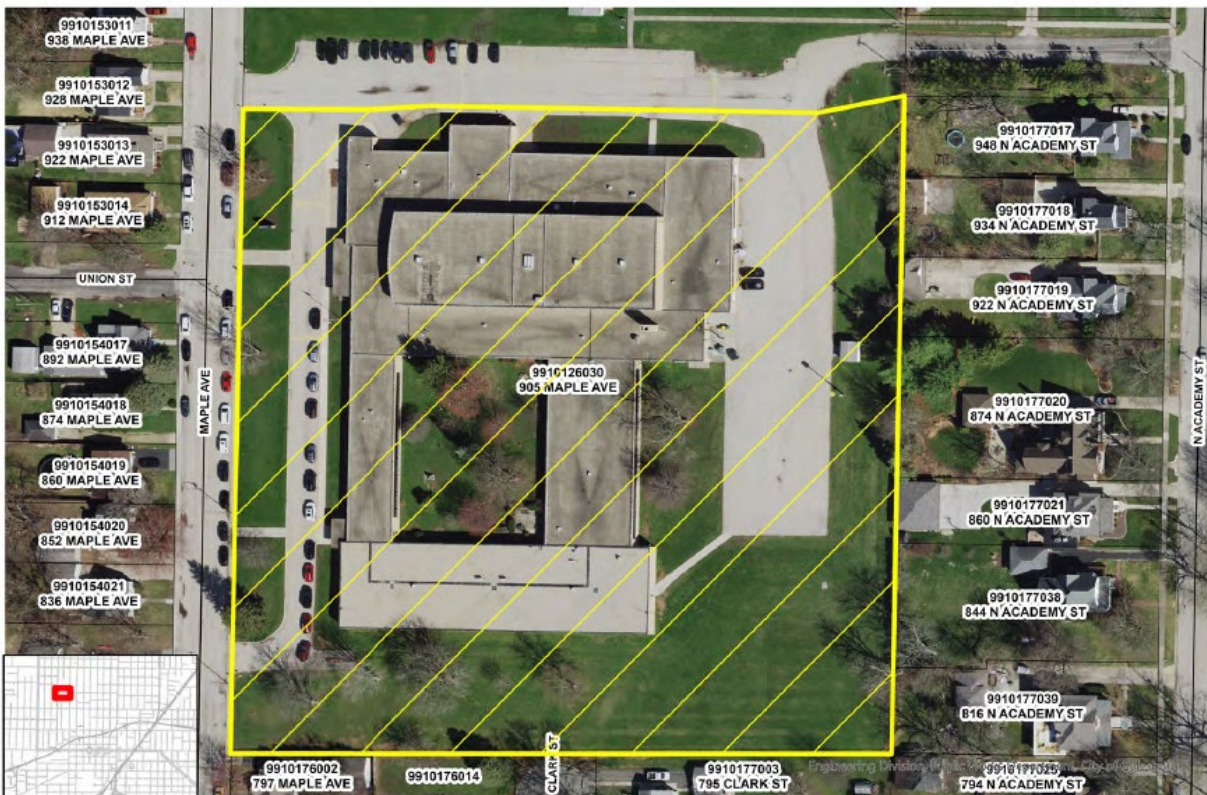
Map of Subject Property
905 Maple Ave
Galesburg, IL 61401



Community Development Department
Community Development Department

905 Maple Ave

Approximate area of southern portion of lot offered for sale



The information included in this map is intended to be advisory only and is NOT designed or intended to be used as a substitute for an accurate field survey, as performed by a Registered Land Surveyor, to determine precise property location

September 13, 2023

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 20, 2023**

AGENDA ITEM: Funding Agreement with Hope Cemetery.

SUMMARY RECOMMENDATION: The City Manager recommends approval of the funding agreement.

BACKGROUND: Hope Cemetery has made a funding request to the City of Galesburg for maintenance expenses. The Cemetery has a perpetual care trust that has a value of approximately \$180,000 and the trust generates between \$6,000 - \$8,000 annually. The Hope Cemetery Board cannot use the principal of the trust, only dividends generated. These funds are used for mowing and other maintenance, expenses of which average between \$14,000 - \$16,000 per year. The Board typically runs on a deficit each year and has to rely heavily on outside donations.

Hope Cemetery contains most of the early history of the community, and is actually older than the City of Galesburg. It should be noted that no officer or board member receives any pay or benefit from the cemetery.

The Hope Cemetery Board of Directors are making a request for \$10,000 annually for the next three years.

BUDGET IMPACT: Sufficient funds are budgeted in the Community Improvement/Infrastructure Fund (12)

SUPPORTING DOCUMENTS:

1. Funding Agreement

**FUNDING AGREEMENT WITH
HOPE CEMETERY BOARD OF DIRECTORS**

THIS AGREEMENT is entered into on _____, by and between the City of Galesburg, an Illinois municipal corporation, hereinafter "City", and Hope Cemetery Board of Directors hereinafter the "Board".

I. PURPOSE OF FUNDING. City hereby agrees to provide funding to the Board for maintenance expenses of Hope Cemetery.

II. PAYMENTS. The total amount provided to the Board shall be \$10,000 each year for a three-year period, which shall be paid bi-annually in two equal installments in January and July through 2026. The total payment by the City to the Board will not exceed the agreed amount.

III. LIMITATION ON THE USE OF FUNDS. Funds may be expended only for operational and maintenance expenses. The Board's request for any modification must be made in writing and approved by the City before any expenditures differing from the original funding agreement are paid from funds provided by the City. The Board is responsible for reimbursement to the City for any disbursed funds that are determined by the City to have been ineligible, misused or misappropriated. The Board shall repay these funds within 45 days of written request. Failure of the Board to repay funds after written notice by the City shall entitle the City to seek recovery through litigation and recover any reasonable attorney's fees or legal expenses incurred in recovering such funds.

IV. REPORTS AND RECORDS RETENTION. The Board shall provide a balance sheet, income statement, and a detailed revenue and expenditure report to the City on a bi-annual basis. The bi-annual reports shall commence on June 1, 2024 and continue on the first December through 2026. Failure to file the reports in a timely manner will preclude the Board from receiving and applying for funding from the City in the future. The Board recognizes the right of the City or its designee to make a full audit of the Board's records relating to this funding agreement.

V. INDEMNIFICATION. The Board assumes all liability for any and all injuries, damages, or claims in any way associated with the funding agreement. The Board shall indemnify and hold harmless the City and all of its officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the funding agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this _____ day of _____, 20____,

CITY OF GALESBURG, an Illinois
municipal corporation,

By: _____
Mayor

Hope Cemetery Board of Directors
Board Representative

By: _____
Jack Templeton, Treasurer

Attest: _____
City Clerk

Print name & Title

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 20, 2023**

AGENDA ITEM: Approval of the purchase of five license plate recognition (LPR) cameras from Flock Group Incorporated

SUMMARY RECOMMENDATION: The Interim City Manager, Police Chief, and Purchasing Agent recommend the approval of the purchase of five LPR cameras from Flock Group Incorporated for the amount of \$19,750.00

BACKGROUND: LPR cameras are an effective crime prevention tool. The cameras are used to document license plates on vehicles that pass by the fixed camera. The plate numbers are stored in a computer system for 30 days and then deleted. Any data flagged as necessary for an active criminal investigation may be manually retained.

LPR camera data is used to locate and identify vehicles used in the commission of crimes. They also give real time alerts on stolen vehicles and vehicles associated with criminal activity. Data from vehicles not identified as being used in criminal activity is not accessed.

There are numerous agencies in our region who use Flock LPR systems. These agencies have the ability to share data and camera access to increase the coverage area of the system. Some agencies currently using Flock include Peoria, Moline, and Quincy. Two quotes were obtained for this purchase, with Flock providing the low and best quote.

BUDGET IMPACT: \$11,500.00 of this purchase purchase will be paid for from the general fund out of the police department budget. \$8,250.00 will be paid out of special enforcement funds.

SUPPORTING DOCUMENTS:

1. Quote from Flock Group Incorporated
2. Presentation and materials from Flock Group Incorporated
3. Quote from NDI Technologies Inc.

Flock Safety + IL - Galesburg PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Philip Nanni
phil.nanni@flocksafety.com
8159156316



EXHIBIT A ORDER FORM

Customer: IL - Galesburg PD
 Legal Entity Name: IL - Galesburg PD
 Accounts Payable Email: ridle@ci.galesburg.il.us
 Address: 150 S Broad St Galesburg, Illinois 61401

Initial Term: 24 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual - First Year at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$15,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	5	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	1	\$650.00
Professional Services - Advanced Implementation Fee	\$1,900.00	2	\$3,800.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	2	\$300.00
Subtotal Year 1:			\$19,750.00
Annual Recurring Subtotal:			\$15,000.00
Estimated Tax:			\$0.00
Contract Total:			\$34,750.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
One-Time Fees	Service Description	
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	

FlockOS Features & Description

Package: Community

FlockOS Features	Description
------------------	-------------

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Galesburg PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 18 day of October 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

flock safety

+ Galesburg, IL



Eliminate crime and shape a
safer future, **together.**

Why Flock Safety?

flock safety



flock safety

What we observe: the current reality

- **Limited Police Resources**
- **Crime is on the rise**
- **Trust is needed more than ever**

What we believe: the opportunity

- **Technology multiplies the force**
- **Capture and distribute objective evidence to the right user**
- **Engage community to support and grow**

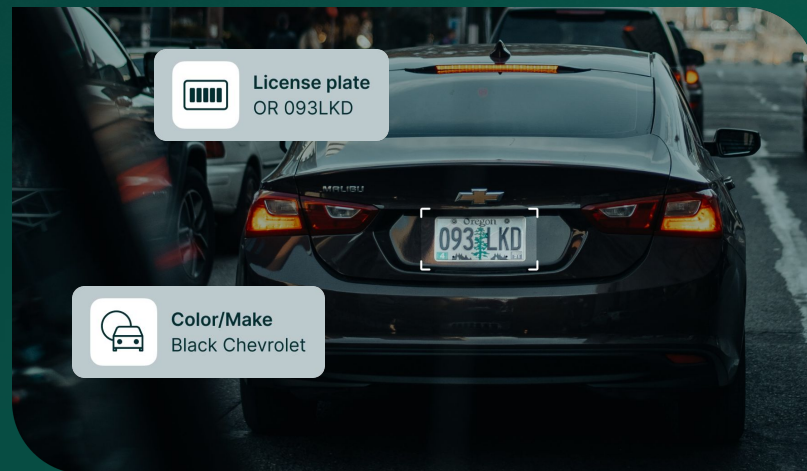
How does the technology work?

flock safety

flock safety

When you get Flock you get:

Flock Safety provides your police department with indiscriminate evidence from fixed locations. We provide all of the maintenance so that your police department and city staff can focus on keeping your city safe and prosperous.



INFRASTRUCTURE-FREE

Reduce time to value and utility costs with full-service deployment.



24/7 COVERAGE

Capture objective vehicle data around the clock to multiply your force.



REAL-TIME ALERTS

- NCIC
- NCMEC (Amber Alert)
- Custom Hot Lists



Ethically Made

- No people
- No facial recognition
- No traffic enforcement
- Indiscriminate evidence

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What this IS

- License plate recognition
- Gathers objective evidence and facts about vehicles, not people
- Alerts police of wanted vehicles
- Used to solve crime
- Adheres to all state laws

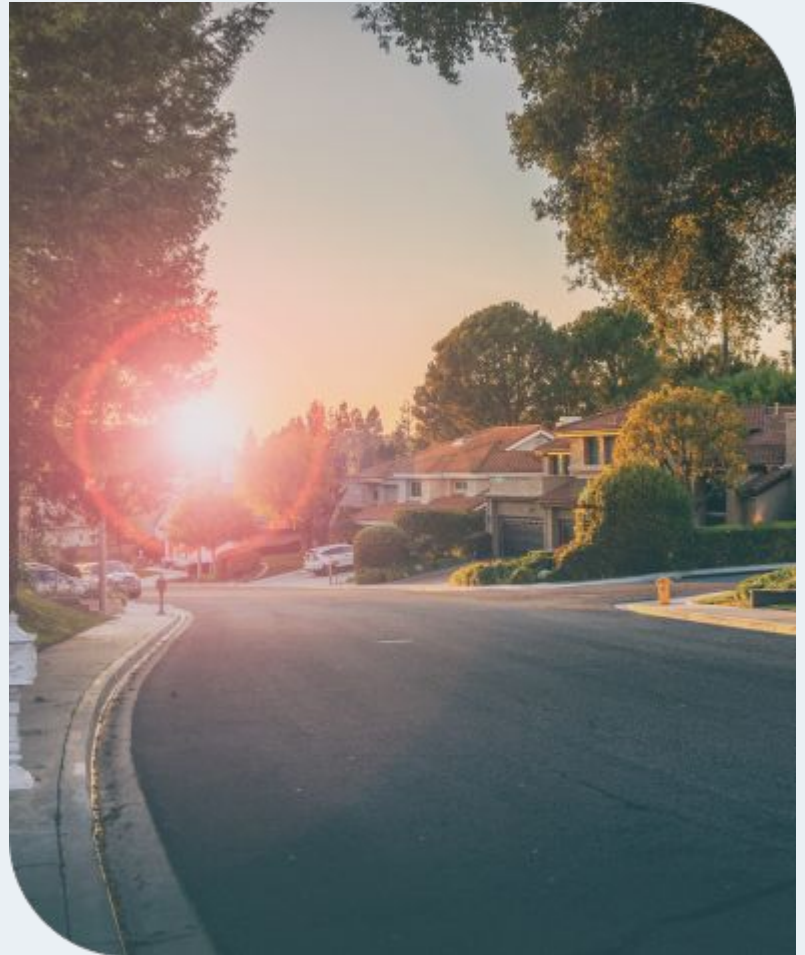
What this is NOT

- Not facial recognition
- **Not tied to Personal Identifiable Information**
- Not used for traffic enforcement
- **Limited Retention → *automatically deletes***

How does this technology prevent and eliminate crime?

- **Proactive:** Real time Alerts when stolen or wanted vehicles enter your city
- **Investigative:** As clearance Rates increase, crime rates decrease
- Flock cameras serve as a **deterrent**

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Mitigating Risk

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Protecting Privacy

- **Footage owned by Agency/City and will never be sold or shared by Flock**
- Limited data retention, then deleted
- Short retention period ensures that all data not associated with a crime is automatically deleted & unrecoverable
- **Takes human bias out of crime-solving by detecting objective data, and detecting events that are objectively illegal (ex. Stolen vehicles)**
- **All data is stored securely in the AWS Cloud, and end to end encryption of all data**
- **Search reason is required for audit trail**
- NOT facial recognition software
- NOT predictive policing
- NO PII is contained in Flock
- **NOT used for traffic enforcement**
- Not connected to registration data or 3rd party databases (Carfax, DMV)
- Transparency Portal (optional)

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Transparency + Insights

Measure ROI and promote the ethical use of public safety technology

Transparency Portal

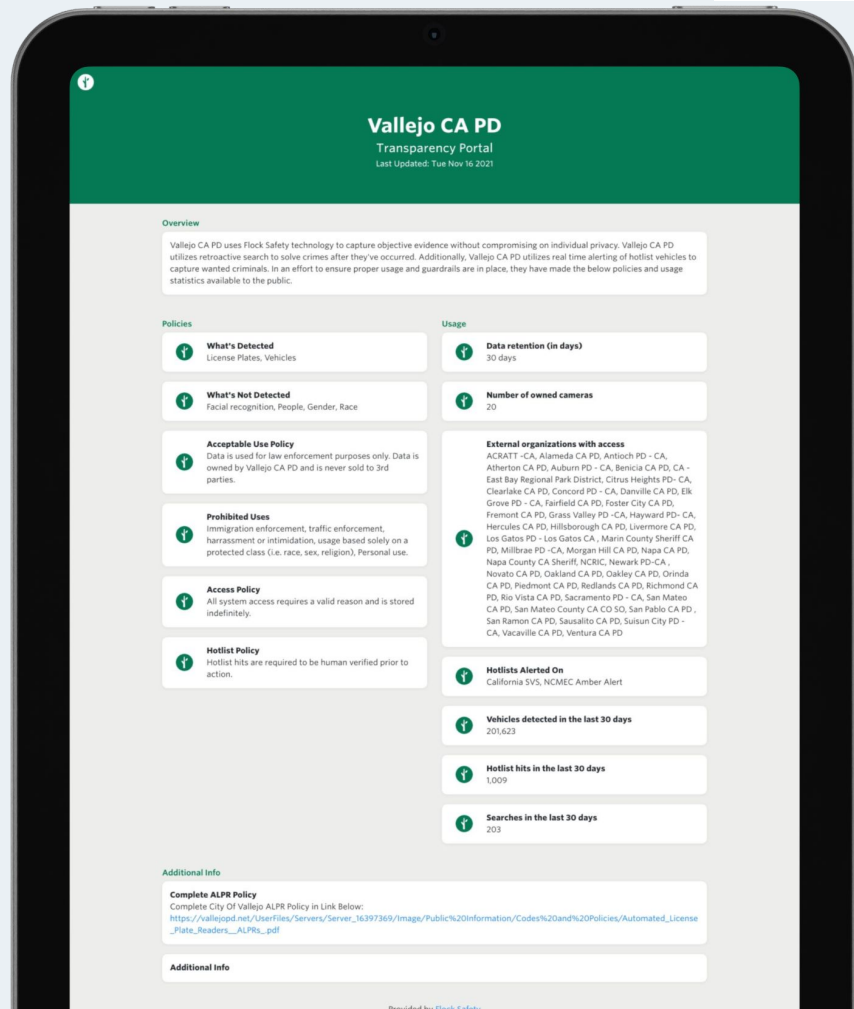
- Customizable for each agency
- Display technology policies
- Publish usage metrics
- Share downloadable Search audits

Insights Dashboard

- Measure crime patterns and ROI
- Audit Search history

Examples

- Click here for [Morgan Hill PD](#)
- Click here for [Vallejo PD](#)



Already solving and preventing crime

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Missing Man Found

 Shorewood PD - Shorewood, IL

- 78-year-old Shorewood man who went missing on Wednesday morning was found safely later that night at a Tinley Park gas station — all thanks to **new technology used by Shorewood police detectives.**
- The Shorewood police force used the **Flock Safety license plate reader camera database** for Chicago's suburban region to discover the man's car was spotted in Posen around 4 p.m.
- Posen police then put the man's vehicle into their **Flock "hot list" that can be seen by eight nearby police departments.** Arnold said the missing man suffered from early-onset dementia and had both diabetic and cardiac-related health issues. The man and his vehicle were found around **5:15 p.m.**
- Shorewood has six Flock license plate readers spread across the community.



"Thanks to the quick actions of Shorewood officers and detectives, along with the coordinated effort of outside law enforcement agencies and the technology provided by the Flock Safety LPR Cameras, the 'at risk' senior citizen was reunited with his family in just over one hour from the time of the initial report, 30 miles from his home,"

-Chief Arnold's news release noted.

Flock ALPR Immediate ROI

 Rantoul PD - Rantoul, IL

- After months of **increased gun violence**, cases, the Village of Rantoul installed a dozen ALPR cameras in June 2021.
- Within the first **two weeks of deployment**, Rantoul PD arrested two suspects wanted for a **July 4th shooting that injured 5**, including two children.
- In August, a suspect in a second shooting was identified with the Flock camera in **just 14 minutes**.
- “I would recommend that any agency who has similar issues to take a look and at least pursue them because they are a **valuable tool**,” said Rantoul Deputy Chief Rodney Sullivan.

License plate reader cameras identify suspect in 14 minutes



Village of Rantoul

Case Study - Problem



McHenry Co. Conservation District PD - Woodstock, IL

→ Problem

- ◆ Environmental crime costing taxpayers more than \$11.5 billion each year
- ◆ Illegal dumping of large items can cost up to \$1,000 per ton for LE to clean up
- ◆ The harmful effects on the environment

→ Goals

- ◆ Using Flock Cameras as additional eyes and ears in large wide-open spaces
- ◆ To identify suspects of illegal dumping with Flocks machine learning technology

“Protecting our natural environment is incredibly important. With the Flock Safety camera system, we are not only deterring crime, but also working to protect our environment.”

-Chief Laura King

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Case Study: Smash and Grab Robbery



San Bruno, PD



San Bruno, CA

- January 2022 - Five suspects attempt a Smash & Grab at a Jewelry store but are chased off by the owner
- **But here's what didn't make the news...**
- Suspect vehicle identified using Flock
- SBPD thought the suspects would try again, potentially more violently
- **Vehicle placed on a custom hotlist**
- SBPD receives a real time alert that the suspects are returning
- **Officers locate the vehicle within seconds preventing another attempt**

[Back to Agenda](#)

San Bruno jewelry store owner stops attempted smash-and-grab robbery

- ABC 7 News - Bay Area



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Case Study: Amber Alert



Chamblee PD



Chamblee, GA



Stranger on Stranger Abduction August,
28 2020

[Back to Agenda](#)

When every second matters, Flock Safety's Machine Vision is Critical

- 12:33 PM ● Amber Alert Issued
- 1:01 PM ● Search Conducted with Flock Safety
- 2:30 PM ● Suspect Vehicle Located
- 5:03 PM ● Felony Stop + Arrest
- 6:00 PM ● Baby Reunited with Mother

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Let's defeat crime together

Help your city reduce crime with cameras that see like a detective

"Flock Safety made my job easy. The system was up and running in just a few weeks, and has proven to help our police department find the evidence to solve more crime."

City Manager in Ohio

Flock Safety provides an affordable, infrastructure-free automatic license plate reading (ALPR) camera system for cities who want to reduce crime within a principled framework. Unlike traditional ALPR, Flock uses Vehicle Fingerprint™ technology to transform hours of footage into a searchable database to find the single piece of evidence needed, even when a license plate isn't visible.

Not your average security cameras

Infrastructure-Free and Discreet Design

With solar power and LTE connectivity, we can install the devices almost anywhere. And the beautiful design means it will blend in with your city's aesthetic.

Safety-as-a-Service

We install and maintain the devices, so you can focus on running the city. That means we will support you from procurement, through permitting, and even preparing you to present this project to the city council.

Vehicle Fingerprint Technology

Your officers can find vehicle evidence by vehicle type, make, color, license plate state, missing and covered plates, and other unique features like bumper stickers, decals, and roof racks.

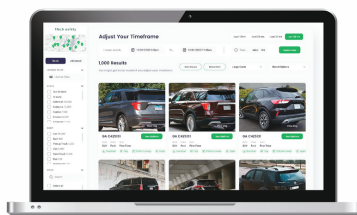


Join 2500+ cities using Flock Safety to eliminate crime



Detect

objective evidence your police need to solve crime



Decode

footage with machine learning so your police can investigate



Deliver

real-time alerts to police if a wanted or stolen vehicle drives by

Public Safety Technology Built with Principles

You own the footage

We won't share it or sell it. It's 100% yours for your law enforcement to use to solve crime.

Protect resident privacy

All data automatically deletes by default every 30 days on a rolling basis and is encrypted with AES-256 encryption.

Promote transparency and accountability

Flock provides a transparency portal to share data with your community about how the devices work on an ongoing basis. Flock requires an investigative reason to search and proactively provides an audit report to city leadership.

Clear pricing and infrastructure free

\$2500 per camera / year. All the footage is stored in the cloud at no additional fee and there are no hidden costs.

Protect the Whole Community

It takes all community members working together to eliminate crime, which is why we created a public-private partnership that enables businesses, neighborhoods, schools, and others to partner with your city and police department to build your network.

Learn More:



"Flock Safety continues to enhance and help our police department capture these vehicles and return the assets to their owners."

-Council member Josh McCurn of Lexington, KY



About Automatic License Plate Readers (ALPR)

The Problem: Violent Crime Is Not Going Away

Nationwide, cities are experiencing a disturbing rise in homicides and violence. The FBI's 2020 Crime Report shows a 30% increase in homicides from 2019 to 2020, the largest single-year increase recorded.

Over two-thirds of the country's most populous cities saw [even more homicides](#) in 2021.

One Solution: Technology that Detects Objective Evidence to Clear More Cases

Automated License Plate Readers (ALPR) capture computer-readable images of license plates and vehicles, allowing officers to compare plate numbers against those of stolen cars or wanted individuals on a crime database like the NCIC.

ALPR devices assist law enforcement in solving crime in two ways:

- Proactive - ALPR devices provide real-time alerts when a vehicle that is stolen or associated with a known suspect is detected.
- Investigative - ALPR cameras help determine whether and which vehicle(s) were at the scene of a crime.

Is ALPR effective ?

According to the National Conference of State Legislatures, when employed ethically and objectively, ALPRs are an effective tool for law enforcement, cutting down on the time required for investigations and acting as a force multiplier. In 2011, a study by the Police Executive Research Forum concluded that ALPRs used by the Mesa, Ariz., Police Department resulted in "nearly 3 times as many 'hits' for stolen vehicles, and twice as many vehicle recoveries."

Communities with ALPR systems report crime reductions of up to 70 percent. In some areas, that included a 60 percent reduction in non-residential burglaries, 80 percent reduction in residential burglary, and a 40 percent reduction in robberies.

ALPR Provides Objective Evidence While Protecting Privacy

ALPR does not include facial recognition capabilities and does not capture personally identifiable information (PII). While eyewitnesses and individual officers are subject to inherent human bias, ALPR cameras capture wholly-objective images of vehicles and license plates, providing a clear and actionable investigative lead.

ALPR Use Cases Include:

- **AMBER Alerts:** License plate readers in metro Atlanta were able to find a vehicle containing a kidnapped one-year-old, who had been taken from his mother at random off the street. The child was recovered unharmed. Some ALPR systems integrate directly with the National Center for Missing and Exploited Children's AMBER Alert system, sending real-time alerts to officers in seconds. [[New information released about 1-year-old's kidnapping](#)]
- **Silver Alerts:** Knoxville Police were able to locate a missing elderly man who suffers from dementia after he drove away in a family vehicle. ALPR technology has helped solve hundreds of Silver Alerts across the country. [[Missing man with dementia found using Flock camera](#)]
- **Firearm violence:** The Las Vegas Trail, a high-crime area in Fort Worth, TX, saw violent crime decrease by 22% in 2021 compared with the first nine months of 2019. Fort Worth Police attributed this drop partially to the license plate reader system implemented in the neighborhood during the same period of time. [[Crime is down 22% in Fort Worth's Las Vegas Trail. How neighbors and police made it safer](#)]
- **Organized theft:** Grafton, a growing village with a bustling retail district, is dealing with increased organized retail theft – Two-thirds of all the crimes reported to Grafton police in 2020 were retail thefts. Grafton Police have implemented a license plate reader system to identify vehicles that have been involved in thefts or have been stolen themselves. In one week alone, they recovered three stolen vehicles with drivers planning to engage in retail theft. [[Losses mount as retailers fight theft rings, accuse online storefronts of doing little to stop resale of stolen goods](#)]

About Flock Safety ALPR

Privacy and Ethics Factsheet

How does Flock Safety keep devices and data secure?

Flock Safety holds itself to the highest level of security. We have implemented the following security policies and features:

- Flock Safety data and footage is encrypted throughout its entire lifecycle. All data is securely stored with AES256 encryption with our cloud provider, Amazon Web Services.
- On-device, data is only stored temporarily for a short time until it is uploaded to the cloud, at which point it is removed automatically from the local device. This means the data is secure from when it is on the Flock Safety device to when it is transferred to the cloud, using a secure connection to Flock Safety servers. While stored in the cloud, all data (both footage and metadata) is fully encrypted at rest.
- Flock Safety defaults to permanently deleting all data after 30 days on a rolling basis, setting a new standard in the industry.

Who has access to data collected by Flock Safety devices?

- Flock Safety's customers own 100% of their data and determine who has access. Flock Safety will never share or sell the data, per our privacy policy.
- With explicit written permission from the customer, Flock Safety does have the ability to grant law enforcement access to specific footage for a short period (24 hours, 48 hours, or however long the customer desires) in the event of an investigation following a crime. Access can only be granted through the approval of the customer.
- Flock Safety has maintenance software in place to measure device performance and image capture quality. This is used to diagnose issues preemptively and schedule service calls in the event of a device malfunction or emergency.

About Flock Safety ALPR

Privacy and Ethics Factsheet

How long does Flock Safety keep data?

- Flock Safety stores footage for only 30 days on a rolling basis by default, after which the footage is automatically hard deleted. The only exception to this is if a democratically-elected governing body or official legislates a different data retention period.

What features do Flock Safety devices have that enable audits and oversight?

- While searching for footage or other evidence on the Flock Safety platform, law enforcement agencies must enter reason codes to verify the legitimacy of the search and create an audit trail.
- Authorized users go through training to properly use our system and communicate with their dispatch teams.
- Flock Safety customers commit not to use the data collected to work with third-party repossession companies, traffic enforcement, revenue collection, unpaid fines, or towing companies. We do not use facial recognition or capture any personally identifiable information such as name, phone number, or address, and we do not work with federal government agencies for immigration enforcement purposes.
- Flock Safety's ALPR Transparency Portal, an optional free feature for all law enforcement customers, is the first public-facing dashboard for law enforcement agencies, city leaders, and local government officials to share policies, usage, and public safety outcomes related to ALPR technology. The ALPR Transparency Portal helps promote transparency and accountability in the use of policing technology in order to build community trust while creating a safer, more equitable society.

NDI Technologies, Inc.,

Sheri Taynor

Email: s.taynor@ndi-rs.net

Phone: 407-402-9175

105 E State Road 434

Winter Springs, Florida 32708,

United States

Main Office Phone: 866-458-0426

Fax: 321-441-1801

**Billing Address**

150 S. Broad Street

Galesburg, IL 61401

USA

Shipping Address

150 S. Broad Street

Galesburg, IL 61401

USA

Quote To Galesburg Police Department- IL
Lieutenant Legate**Quote No** QUO1198**Quote Date** 07-21-2023
Valid 90 days from Quote Date

Item Code	Item Name	Quantity	List Price	Item Total	Total
BUND-STAT-S-1CAM	C Series LPR-S Camera Bundle HD LPR camera for low speed traffic. Includes camera, mounting brackets, cell modem, power supply (solar and batteries) and software. Does not include pole (either standard or breakaway) or SIM card for modem.	3	6,100.00	18,300.00	18,300.00
BUND-STAT-1 CAM HD	HD Static- 1 cam C440 Bundle Fixed LPR system with 1 HD, dual lane LPR camera with built in processor, PoE or AC power, infrared, and cables. Mounts and modems separate.	1	13,495.46	13,495.46	13,495.46
BUND-STAT-2 CAM HD	HD Static- 2 cam C430 Bundle Fixed LPR system with 2 HD, dual lane LPR cameras with built in processor, PoE or AC power, infrared, and cables. Mounts and Modems sold separately.	1	22,472.96	22,472.96	22,472.96
CNT-MOD-KIT	Cellular Modem / Controller Kit Cellular Modem and Controller housed in weatherized NEMA-rated enclosure.	2	1,662.50	3,325.00	3,325.00

MNT-C3-TEN	Camera Mount- Tenon C-Series Camera Bracket with Tenon Mount for 4"-6" pipe. DOT Approved	3	362.90	1,088.70	1,088.70
MNT-C3-CUS	Camera Mount- Custom C-Series Custom 4' extension arm	2	650.00	1,300.00	1,300.00
MNT-ARM-2FT	Camera Mount- 2FT Arm Pole Mount Extension Arm- 2FT	1	385.00	385.00	385.00
MNT-C3-CUS	Camera Mount- Custom C-Series Custom 15' pole	1	850.00	850.00	850.00
	Hosted Camera License- Per Camera 1-20 Hosted LPR Camera License (per camera) for Cameras 1-20. This fee will be included in annual service renewal beginning year two.	6	435.00	2,610.00	2,610.00
SERV-SYS-TRAINING	LPR System Training LPR System Training- INCLUDED	1	1,800.00	1,800.00	0.00
SERV-STAT-COMM	Static System Commissioning (Per Day) Static system commissioning includes labor for a single Field Engineer to aim and focus cameras and to complete configuration and quality checks on system communications and plate reads. Installation of hardware and electrical connections to be performed per Seller's Terms and Conditions.	5	1,800.00	9,000.00	9,000.00
WARRANTY-YEAR1	First Year Warranty Included Seller warrants all goods for one year from shipping date. (See Terms & Conditions for details of coverage)	1	0.00	0.00	0.00
WARRANTY-ASR	Annual Service Renewal Annual Service Renewal / Extended Warranty- Included fix/replace support on all covered hardware, support/updates on all covered software and phone/email/web/remote support. (See Terms & Conditions for details of coverage) This cost begins year two and includes camera hosting fees. Shown for budgeting purposes.	1	10,673.08	10,673.08	0.00

Items Total	72,827.12
Shipping & Handling Charges	Included
Pre Tax Total	72,827.12
Tax(0 %)	0.00
GRAND TOTAL (\$)	72,827.12

Notes: Agency to provide SIM cards for modems, permits/permissions for poles, power to poles and any traffic control as needed for installation. Five-Year lease option:

System Cost: \$72,827.12

Maintenance Full Term: \$42,692.32 ($\$10,673.08 \times 4$)

Grand Total: \$115,519.44

60 Month \$1 Buyout Lease Option - 5 Annual Payments

Payments: \$25,701.40* per year

*Lease payment does not include applicable taxes/doc fee and is subject to credit approval. Pricing is subject to rate fluctuations.

Thank you for your business!

Terms & Conditions

AGREEMENT AND LIMITATIONS – The agreement between Seller and Buyer (the “sales contract”) with respect to the sale of goods and services described in the Sales Contract shall consist of the terms appearing hereof, together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer’s purchase order or in any other communications from Buyer to Seller unless specifically agreed to by Seller in writing. Except as expressly stated in the Sales Contract, no reference to Buyer’s purchase order or other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Trade usage and verbal agreements not reduced to a writing signed by the Seller, to the extent they modify, add to, distract from, supplant or explain the Sales Contract, shall not be binding on Seller.

TERMINATION OR MODIFICATION – The Sales Contract may be modified or terminated only upon Seller’s consent except that stenographic and clerical errors are subject to correction by Seller, or upon Seller’s consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, if requested by Seller in writing, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the service to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing, any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.

PRICING — All prices quoted by Seller or its agents are net and are in US Dollars. List prices are subject to change without notice. Prices are subject to increase by Seller based on Seller’s prices in effect at the time of shipment in all instances where specified shipment date is later than 90 days from date of order.

PAYMENT TERMS – Seller will invoice for product (hardware and/or software) when shipped and all warranty will commence on that date, regardless of installation date, in-service date or go-live date. All payments are due on receipt of invoice. Installation and service fees will be invoiced and are due as incurred. Seller may require full or partial payment or payment guarantee in advance of shipment wherever, in its opinions, the financial condition of Buyer so warrants.

TAXES — Prices and fees do not include National, State or Local taxes that may be applicable. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use, or other tax (however designated) imposed upon the sales, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller at the time of purchase.

FREIGHT/SHIPPING — All prices F.O.B. Winter Springs, Florida, U.S.A. Freight will be allowed, regardless of weight, to any destination in the Continental United States for orders totaling \$500 or more. If an order totals \$499 or less or a shipment is requested to be made by a specific carrier, full transportation charges are to be borne by the Buyer. The right is reserved to make partial shipments at Seller’s discretion.

CLAIMS — Upon acceptance by the carrier, title to the material passes to the consignee. All claims for loss or breakage concealed or otherwise, must be made against the carrier by the consignee. All shipments from Winter Springs, Florida, U.S.A. will be traced if request is received by Seller two weeks after our invoicing. This written request should detail items that are missing from the shipment. Damage to merchandise should be reported immediately to Seller upon discovery. Please hold the damaged merchandise and its original carton for inspection. Seller will arrange for inspection, return of merchandise and repair or replacement of the merchandise. Be as detailed as possible as to the nature of the damage. Any claim involving concealed damage to merchandise will not be honored after 14 days from our shipping.

RISK OF LOSS — Title and risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

DELIVERY — Lead-time from receipt of order is typically 4 to 6 weeks, but may vary based on items ordered. Promises of delivery from stock are subject to prior sale. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller’s reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller’s reasonable control.

DEDUCTIONS AND RETURNS — Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller’s prior written consent (such consent to be at the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges of \$20.00 USD or 15%, whichever is greater. Buyer assumes all risk for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer’s account. Contact Help Desk for a return material authorization (RMA).

INSPECTION — Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller’s performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer’s receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

WARRANTY — Seller warrants all goods for one year, under the following conditions and exceptions: Seller warrants that all goods of Seller’s manufacture will conform to any descriptions thereof for specifications which are expressly made a part of this sales contract and at the time of sale by Seller such goods shall be commercially free from defects in material or workmanship. Seller reserves the right at the Seller’s discretion to “Repair and Return” or “Replace” any item deemed defective during the warranty period. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper maintenance, or to goods altered or repaired by anyone other than Seller or its authorized representative, or if one year has elapsed from the date of shipment of the goods by Seller. No agent, employee, representative or distributor of Seller has any authority to bind the Seller to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation or warranty shall not be deemed to have become a part of the basics of the sales contract and shall be unenforceable. THE FOREGOING WARRANTIES ARE

EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. These warranties shall not apply unless Seller shall be given reasonable opportunity to investigate all claims for allegedly defective goods.

ANNUAL RENEWAL MAINTENANCE/SUPPORT AGREEMENT – Provided the Buyer maintains an active “Gold Level” annual support agreement all software and hardware, excluding travel related expenses, will be covered by on-site repair and/or replacement. Should Buyer elect to NOT maintain an active support agreement, Seller will charge a daily labor rate of \$1,250.00 for on-site support, in addition to hardware costs and travel expenses. An Agency outside of an active support agreement may also mail in parts pursuant to the annual support agreement for repair in lieu of the on-site charges.

INSTALLATION — Installation of any hardware shall be by Buyer unless otherwise specifically stated on the Sales Contract. Buyer is responsible for all necessary and/or required site permits, engineering drawings, permissions, clearance, physical infrastructure (including poles, gantries, etc.).

FIXED SYSTEM INFRASTRUCTURE – Buyer is responsible for ensuring that each fixed system location has adequate infrastructure in place, including but not limited to:

- Physical Infrastructure – Buyer is responsible for providing suitable physical locations for LPR systems as well as the actual physical installation/attachment of devices to the physical infrastructure in place.
- Electrical Infrastructure – Buyer is responsible for providing 120v A/C power at each location. LPR processors are to be directly wired into the power service. Buyer is responsible for ensuring that power service is outfitted with lightning/surge suppression and a power disconnect located within serviceable reach. Buyer is responsible for ensuring that the installation meets all applicable codes and requirements, including the use of certified electricians, running of conduit, etc. Seller is not responsible for making any electrical connections or for the reliability of clean power.
- Network Infrastructure – Appropriate Ethernet network connectivity at each location is the sole responsibility of the Buyer. Should the Seller furnish a cellular modem or wireless device as part of the Sales Contract, the Buyer is responsible for monthly provisioning and service of the device. Seller shall not assume ANY charges for data communications or any responsibility for the reliability of the communications network.

MOBILE SYSTEM INSTALLATION – Buyer is responsible for providing the Vehicle Make, Vehicle Model, and Lightbar Model at time of order. As mobile brackets are fit for vehicles, changes to this information may result in an additional charge. Unless otherwise specified in the Sales Contract, Mobile Installations take place at the Winter Springs, Florida office.

SERVER INSTALLATION – Buyer is responsible for server hardware and software as described in server requirements documentation, unless explicitly stated in Sales Contract. Software purchased from the Seller will be installed and configured remotely by the Seller.

SYSTEM COMMISSIONING – If specified in Sales Contract, Seller will provide Commissioning Services to include the aiming of cameras as required. Buyer will provide any and all specialized equipment/services (bucket trucks, traffic control, etc.) required to safely perform Commissioning Services.

REMEDIES AND LIMITATIONS OF LIABILITY — In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller’s option, a replacement shipment of goods or the purchase price therefore paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of the goods by Seller. If Seller so requests the return of the goods, the goods will be returned to Seller, transportation prepaid, in accordance with Seller’s instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller’s obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller’s liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery, or use of the goods exceed the purchase price of the goods. Seller shall not be liable for failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities; fires; war; riot; delays in transportation; lack of ability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller’s reasonable control, whether similar or dissimilar to the foregoing.

ASSIGNMENT AND DELEGATION — No right or interest in this sales contract shall be assigned by Buyer without Seller’s prior written consent, and no delegation of any obligation owed, or the performance of any obligation, by Buyer shall be made without Seller’s prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller’s obligations under the WARRANTY, REMEDIES, AND

LIMITATIONS OF LIABILITY sections hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

SEVERABILITY — If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

GOVERNING LAW AND LIMITATIONS — The formation and performance of the Sales Contract shall be governed by the laws of the State of Florida. Whenever a term defined by the Uniform Commercial Code as adopted in Florida is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has occurred.

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 20, 2023**

AGENDA ITEM: Approval of the Settlement Agreement and General Release with Jeaniece Davidson.

SUMMARY RECOMMENDATION: The Interim City Manager and City Attorney recommends approval of the negotiated settlement agreement and mutual release in Jeaniece Davidson v. Gabriel Trulson, et al. pending in Knox County Circuit Court, 2022-LA-21.

BACKGROUND: On August 8, 2021, Davidson and Trulson were parties to a motor vehicle accident, while Trulson was executing his duties as a City of Galesburg employee. On August 3, 2022, plaintiff filed the above referenced lawsuit against defendants, asserting causes of action for injuries sustained during the collision.

City Administration is recommending acceptance of the negotiated settlement agreement between the parties. The settlement agreement provides for payment of \$23,000.00 from the Defendant (City) to Plaintiff (Davidson) and will settle and resolve all outstanding claims, without any admission of liability by any party.

BUDGET IMPACT: Sufficient funds are available in the Risk Management fund for payment of this settlement agreement.

SUPPORTING DOCUMENTS:

1. Settlement Agreement and General Release

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("**Settlement Agreement**") is entered into effective as of the date of the latest signature herein by and between JEANIECE DAVIDSON (hereinafter referred to as "**Plaintiff**") on the one hand, and GABRIEL TRULSON, and CITY OF GALESBURG (collectively, "**Defendants**"), on the other hand. GABRIEL TRULSON and CITY OF GALESBURG and Defendants shall also each be referred to hereinafter singularly as a "Party" and collectively as the "Parties." The term "**Lawsuit**" shall mean the civil action captioned JEANIECE DAVIDSON v. GABRIEL TRULSON, et al., pending in Knox County Circuit Court, State of Illinois, Case No. 2022-LA-21.

RECITALS

WHEREAS, JEANIECE DAVIDSON and GABRIEL TRULSON, et al. were parties to a motor vehicle accident on or about August 8, 2021. Plaintiff was operating a 2010 Mazda Cx-9 in an easterly direction along an upon E. Third street at its intersection with S. Pearl Street, in the City of Galesburg. GABRIEL TRULSON was operating a 2020 Ford Explorer in a southerly direction along and upon S. Pearl Street at its intersection with E. Third Street, in the City of Galesburg;

WHEREAS, at said time and place, there was a collision between Plaintiff and Defendants' vehicles;

WHEREAS, JEANIECE DAVIDSON filed the Lawsuit against Defendants on August 3, 2022, asserting causes of action for injuries sustained during the collision;

WHEREAS, the Parties have agreed that to avoid any additional expense and the uncertainty of litigation, it is in their respective best interests to enter into this Settlement Agreement to settle and resolve any and all outstanding claims in the Lawsuit by way of compromise and without any admission of liability by any Party;

SETTLEMENT TERMS

NOW, THEREFORE, FOR VALUE RECEIVED, for and in consideration of the mutual agreements, promises, covenants, and releases set forth herein, and for other good and valuable consideration, the sufficiency of which is acknowledged by the Parties hereto, it is hereby agreed by and among the Parties as follows:

1. **Settlement Payment.** Defendants promise to pay to the order of LeFante Law Offices, P.C. and JEANIECE DAVIDSON the sum of \$23,000.00.

2. **Payment Schedule.** Defendants shall satisfy their payment obligations pursuant to the following payment schedule:

a. Assuming approval of the settlement by the Galesburg City Council on November 20, 2023, within 30-days of Council approval, and on condition of Plaintiff's execution of this Settlement Agreement in advance of Council approval, Defendants shall pay to JEANIECE DAVIDSON Twenty-Three-Thousand Dollars (\$23,000.00).

3. **Continuing Jurisdiction.** The Parties agree that the Knox County Circuit Court, State of Illinois, shall retain jurisdiction over all disputes between the Parties arising out of this Settlement Agreement. The Parties consent to the exercise of jurisdiction of the Knox County Circuit Court, State of Illinois, over all disputes between the Parties arising out of this Settlement Agreement.

4. **Release.** Plaintiff, for herself and for her successors, predecessors, assigns, agents, representatives, attorneys, sureties, and insurers, hereby forever releases and discharges Defendants and their successors, predecessors, affiliates, parents, members, principals, assigns, employees, agents, representatives, officers, directors, managers, attorneys, sureties, and insurers from any and all present, past, or future claims, demands, causes of action, lawsuits, debts, accounts, dues, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, extends, executions, sums of money, damages, costs, expenses (including attorneys' fees and costs), judgments, assertion of liability or other obligation of any type or nature whatsoever, whether at law or in equity, known or unknown, asserted or not asserted, foreseen or unforeseen, direct or derivative, vested or contingent, under the laws of any jurisdiction (including, but not limited to, federal and state statutes and constitutions, and common law under the law of the United States or any other place whose law might apply), arising at any time, relating to, arising from, or in any way connected to, relating to, concerning, or touching on any claims that were asserted or could have been asserted in the Lawsuit, or that arise out of or in any way relate to the facts and matters raised in the Lawsuit (collectively, the "Released Claims"). The Parties agree that this Release shall not and does not release the Parties' respective obligations under this Settlement Agreement.

5. **Unknown Claims.** This is a general release. It is understood by Plaintiff that there is a risk that subsequent to the execution of the Settlement Agreement, Plaintiff may discover, incur, or suffer losses, damages, or injuries that are in some way caused by or related to the Released Claims, but that are unknown or unanticipated, for whatever reason, at the time of the execution of the Settlement Agreement. Further, it is understood by Plaintiff that there is a risk that loss or damage presently known to her may be or become, for whatever reason, greater than what she now expects or anticipates. The Parties intend that the release contained herein shall apply to all unknown and unanticipated results in any way arising from or relating to the Released Claims, as well as those known and anticipated.

6. **Resolution of Lawsuit.** Within thirty (30) calendar days of Plaintiff's receipt of the \$23,000.00 settlement payment, Plaintiff agrees to submit a dismissal stipulation and order indicating that a settlement agreement has been reached, dismissing the case with prejudice, and providing the Court retains jurisdiction to enforce the settlement.

7. **Costs and Attorneys' Fees.** Each Party shall bear its own costs and attorneys' fees incurred in connection with the Lawsuit, and this Settlement Agreement.

8. **Construction.** This Settlement Agreement shall be construed as if the Parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any Party. In the event that any provision of this Settlement Agreement is found to be invalid or otherwise

unenforceable, the remainder of this Settlement Agreement shall remain fully valid and enforceable.

9. **No Waiver.** No breach of any provision of this Settlement Agreement may be waived unless in writing. Waiver of any breach shall not be deemed to be a waiver of any other breach of the same provision or of any other provision of this Settlement Agreement.

10. **Entire Settlement Agreement.** This Settlement Agreement contains the entire agreement and understanding of the Parties concerning the matters set forth herein. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated or referred to herein, shall be deemed in any way to exist or bind the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Settlement Agreement in reliance on any such other promise, representation, or warranty.

11. **No Oral Modifications.** All modifications to this Settlement Agreement must be in writing and signed by the Parties.

12. **Effect of Settlement Agreement.** This Settlement Agreement shall be binding on and shall inure to the benefit of the Parties, their respective heirs, representatives, successors, and assigns, and all other persons, firms, corporations, associations, partnerships, or other entities whenever the context so permits.

13. **Choice of Law.** This Settlement Agreement is governed by and interpreted under the laws of the State of Illinois.

14. **No Assignments.** Plaintiff hereby represents and warrants that she has not assigned or transferred any of the Released Claims.

15. **Advice of Counsel and Warranty of Capacity.** Plaintiff has had the opportunity to discuss the settlement with legal counsel and enters into this Settlement Agreement only after having had the opportunity to consult with counsel. Plaintiff represents and warrants that she has the sole legal right and exclusive authority to execute this Settlement Agreement and to bind her to the obligations, terms, and conditions contained in this Settlement Agreement. Plaintiff represents and warrants that the terms of the Agreement are fully understood and voluntarily accepted by Plaintiff.

IN WITNESS WHEREOF, Plaintiff, JEANIECE DAVIDSON, has agreed to and executed this Settlement Agreement as of:

Date 11 / 13 / 2023

Dated: November 13, 2023

By: Jeaniece davidson
JEANIECE DAVIDSON
Name: _____
Title: _____

TOWN OF THE CITY OF GALESBURG

Date: November 20, 2023

Agenda Number: 23-9023

TOWN FUND	<u>\$8,048.40</u>
GENERAL ASSISTANCE FUND	<u>\$6,935.95</u>
IMRF FUND	<u>\$398.22</u>
SOCIAL SECURITY/MEDICARE FUND	<u></u>
LIABILITY FUND	<u></u>
AUDIT FUND	<u></u>
 TOTAL	 <u>\$15,382.57</u>

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11/13/23

TOWN of the City of Galesburg - TOWN
TOWN Payment Due Report
 October 31 - November 13, 2023

Type	Date	Num	Name	Memo	Amount
CityGalesburg EXPENSES					
Bill	11/07/2023	0487425	CityGalesburg EXPENSES	Account # 0024806 Stratus	107.97
Total CityGalesburg EXPENSES					107.97
CityGalesburg GROUP INS					
Bill	11/01/2023	0479505	CityGalesburg GROUP INS	0479505 December 2023 Insurance	6,496.87
Total CityGalesburg GROUP INS					6,496.87
HumbleFax					
Bill	10/27/2023	FMM5V-001	HumbleFax	October - 1 month Subscription	20.00
Bill	11/04/2023	FMMWV-0001	HumbleFax	FMMWV-0001 1 MONTH SUBSCRIPTION 11/4/23 ...	20.00
Total HumbleFax					40.00
Lora Cleaning					
Bill	11/01/2023	48	Lora Cleaning	Cleaning of Assessors and GA Office 10/15/23 - 11/...	320.00
Total Lora Cleaning					320.00
OSI					
Bill	11/09/2023	INV337895	OSI	OS10121 Contract Overage charge 8/30/2023 - 9/2...	87.67
Bill	11/09/2023	INV343859	OSI	APC by Schneider Electric Back_UPS 650 qty 6	594.00
Total OSI					681.67
POSTMASTER					
Bill	11/09/2023	11092023	POSTMASTER	5 rolls forever stamps at .66	330.00
Total POSTMASTER					330.00
Summit Hosting					
Bill	10/21/2023	9140114	Summit Hosting	Summit QBs hosting 10/21-11/12	71.89
Total Summit Hosting					71.89
TOTAL					8,048.40

11:56 AM

11/13/23

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Payment Due Report
 October 31 - November 13, 2023

Type	Name	Num	Date	Memo	Amount
Oct 31 - Nov 13, 23					
Bill	Amazon	6541031	10/31/2023	Order# 112-0600535-6541031 Addtl Assist Hygiene	53.40
Bill	Amazon	2208234	10/31/2023	Order# 112-7146525-2208234 Addtl Assist Hygien...	76.10
Bill	Amazon	1676244	10/31/2023	Order# 112-8447782-1676244 Sharp EL-1197PII A...	86.85
Bill	Big Lots	G16297	11/01/2023	3100034770 G16297 Household sup...	74.51
Bill	Big Lots	G16377	11/01/2023	3100034774 G16377 Household Sup...	96.13
Bill	Big Lots	G16319	11/01/2023	3100034768 G16319 Household Su...	49.29
Bill	Big Lots	G16272	11/01/2023	3100034766 G16272 Household sup...	90.00
Bill	Big Lots	G16290	11/01/2023	3100034769 G16290 Household Su...	48.60
Bill	Big Lots	G16342	11/01/2023	3100034772 G16342 Household Sup...	68.27
Bill	Big Lots	G16306	11/01/2023	3100034771 G16306 Household Su...	45.50
Bill	Big Lots	G16263	11/01/2023	3100034773 G16263 Household Su...	99.40
Bill	Big Lots	G16197	11/01/2023	3100034775 G16386 Household...	49.75
Bill	Big Lots	G16314	11/01/2023	3100034775 G16386 Household S...	50.03
Bill	Big Lots	G16409	11/01/2023	3100034778 G16409 Household ...	73.08
Bill	Big Lots	G16300	11/01/2023	3100034767 G16300 Household Sup K	73.22
Bill	Hy-Vee Main St # 1216	22GA04112	11/01/2023	22GA04112 Food Assistance C	94.03
Bill	Hy-Vee Main St # 1216	G16406	11/01/2023	G16406 Food Assistance	99.65
Bill	Hy-Vee Main St # 1216	G16391	11/01/2023	G16391 Food Assistance	95.67
Bill	Hy-Vee Main St # 1216	G16407	11/01/2023	G16407 Food Assistance	19.98
Bill	Hy-Vee Main St # 1216	G16412	11/01/2023	G16412 Food Assistance	71.58
Bill	Hy-Vee Main St # 1216	G16417	11/01/2023	G16417 Food Assistance	72.49
Bill	Hy-Vee Main St # 1216	G16318	11/01/2023	G16318 Food Assist	109.06
Bill	OSI	INV342291	10/31/2023	Acct OSI0254 Contract Overage 7/30/23 to 10/29/23	432.05
Bill	OSI	1153164-0	11/03/2023	Acct# 10254 Supplies	102.14
Bill	Salvation Army Thrift Store	G16265	10/31/2023	G16265 Clothing	19.96
Bill	Salvation Army Thrift Store	G16378	10/31/2023	G16378 Clothing	97.31
Oct 31 - Nov 13, 23					2,248.05

11:50 AM

11/13/23

Cash Basis

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Advance Payment Report
 October 31,2023 to November 13,2023

	Date	Num	Name	Memo	Paid Amount
Income					
Expense					
602 · Gen Assistance - Rent					
	10/31/2023	24708	LL KCHA	G16395 Shelter - ck Apt# 323	17.00
	11/02/2023	24711	LL Esters, James	E16404 Emerg Shelter for , vez @ 15...	800.00
	11/03/2023	24716	LL KCHA	G16411 Shelter Assist for iz Apt ...	11.00
	11/09/2023	24719	LL KCHA	G16443 Shelter Assist is Apt ...	50.00
	11/09/2023	24720	LL KCHA	G16443 Shelter Assist Apt 423	11.00
	11/09/2023	24721	LL KCHA	G16421 Shelter Assist Apt 212	11.00
	11/13/2023	24726	LL Crawford, Rita	G16450 Shelter Assistance 762 E Brooks J ...	230.00
Total 602 · Gen Assistance - Rent					1,130.00
603 · Gen Assistance - Utilities					
	10/31/2023	24710	AMEREN ILLINOIS	Acct 9886297096 Utility Assist C	22.97
	11/03/2023	24714	AMEREN ILLINOIS	Acct# 1589489127 Utility Assist - T	129.00
	11/13/2023	24725	City WATER Galesburg	021730-000 G16449 Utility Assistance J:	109.67
Total 603 · Gen Assistance - Utilities					261.64
612 · Gen Assistance - Misc/Lndry/Tra					
	10/31/2023	24709	LL KCHA Laundry	G16399 Laundry lock Apt 323	10.00
	11/02/2023	24712	Farmers Insurance	G16408 Reinstate Auto Policy # 7735 T	212.12
	11/03/2023	24715	LL KCHA Laundry	G16415 Laundry for Apt# 209	10.00
	11/09/2023	24718	LL KCHA Laundry	G16444 Laundry Apt 423	20.00
	11/09/2023	24722	LL KCHA	G16424 Laundry Apt 212	20.00
Total 612 · Gen Assistance - Misc/Lndry/Tra					272.12
613 · Emergency Assistance - Rent					
	11/09/2023	24717	LL Wilcox Properties	E16442 Emerg shelter assist - i - at...	955.00
	11/09/2023	24723	LL Morningside Alliance LLC	E16431 Shelter Assist Apt 2	1,000.00
Total 613 · Emergency Assistance - Rent					1,955.00
614 · Emergency Assistance - Utility					
	11/03/2023	24713	AMEREN PLEDGE	Acct# 7939203098 Emerg Utility - A	69.14
	11/13/2023	24724	AMEREN PLEDGE	Acct 6028531129 E16447 Emerg Utilities	1,000.00
Total 614 · Emergency Assistance - Utility					1,069.14
Total Expense					4,687.90
Net Income					4,687.90

12:02 PM

11/13/23

Accrual Basis

TOWN of the City of Galesburg - IMRF
IMRF Payment Due Report
 October 31 - November 13, 2023

Type	Date	Num	Name	Split	Amount
215 - IMRF WH					
Liability Check	11/13/2023	82058	I.M.R.F.	106...	-394.01
Liability Check	11/13/2023	82058	I.M.R.F.	106...	-3.24
Liability Check	11/13/2023	82058	I.M.R.F.	106...	-0.97
Total 215 - IMRF WH					-398.22
TOTAL					-398.22

**TRUSTEE LETTER
TOWN OF THE CITY OF GALESBURG
NOVEMBER 20, 2023**

AGENDA ITEM: Resolution to determine the 2023 Township Tax Levy.

SUMMARY RECOMMENDATION: The Township Supervisor and Town Clerk recommend approval of the resolution not to exceed a levy of 105 percent over the 2022 tax levy extension.

BACKGROUND: Each year, the Township Trustees approve the annual Property Tax Levy that the County extends on the taxable property within the Town of the City of Galesburg.

Prior to the Tax Levy approval, the Township Trustees state their intent to exceed or not exceed the five percent increase threshold for any truth in taxation public hearing must approve this resolution. This resolution indicates an intention not to exceed 105 percent of the 2022 tax extension and thus does not require a truth in taxation public hearing

SUPPORTING DOCUMENTS:

1. Resolution

RESOLUTION NO. _____

RESOLUTION TO DETERMINE ESTIMATED 2023 TAX LEVY

WHEREAS, the Township Trustees of the Town of the City of Galesburg, Knox County, Illinois, herein referred to as Trustees wish to comply with the Truth in Taxation Act, Illinois Compiled Statutes 2006, 35 ILCS (Revenue) 200/18-55 through 18-60; and

WHEREAS, the Trustees have deliberated on the estimate of the annual aggregate levy; and

NOW THEREFORE, BE IT RESOLVED THAT: The Corporate Authorities determined the amount of money exclusive of any portion of that levy attainable to the cost of conducting an election required by Election Law, estimated to be necessary to be raised by taxation for the 2023 levy is approximately \$531,000, which is not more than 105% of the aggregate extension for the 2022 tax levy.

Approved this _____ day of November 2023 by a roll call vote as follows:

Roll Call # _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

ATTEST:

Kimberly A. Thierry, Township
Supervisor

Peter D. Schwartzman, Trustee

Kelli R. Bennewitz, Township Clerk